

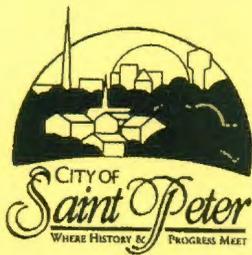
**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, September 28, 2015
Community Center Governors' Room - 7:00 p.m.

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. APPROVAL OF MINUTES**
- IV. PUBLIC HEARINGS**
 - A. City Code Amendment Request (C-2 District Authorized Uses)
- 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. City Code Amendment: C-2 District Authorized Uses
 - B. Substation Roof Replacement Bid Award
 - C. Magner Farm Subdivision Property Agreements
 - D. Hospital Purchasing Authority Modification
 - E. Don's Appliance License to Use City Right-of-Way
- IX. REPORTS**
 - A. **MAYOR**
 - B. **CITY ADMINISTRATOR**
 - 1. American Water Works Association Award
 - 2. Gardner Road Utilities Project Bid
 - 3. "Mayor For A Day" Essay Contest
 - 4. 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. **APPROVAL OF MINUTES**

A copy of the minutes of the September 14, 2015 meeting is provided. A MOTION is in order.

IV. **PUBLIC HEARING**

A. **PUBLIC HEARING ON REQUEST TO MODIFY CITY CODE CHAPTER 24 TO ALLOW FOOD SALES AS AUTHORIZED USE IN C-3 ZONES**

A public hearing has been scheduled at this time to consider a proposed amendment to City Code Chapter 24 "Land Use Regulations and Zoning" Section 24-259, paragraph 2 to allow "food sales" as a permitted use within a C-3 zoning district. Notice of the public hearing has been duly published in the St. Peter Herald. It is appropriate to receive public comments at this time. Action to consider the proposed City Code amendment has been scheduled under NEW BUSINESS.

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**

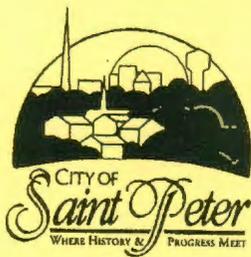
Any members of the audience wishing to address the Council concerning items not on the agenda may do so at this time.

VI. **APPROVAL OF CONSENT AGENDA ITEMS**

The consent agenda, including approval of the schedule of disbursements for September 10, 2015 through September 23, 2015 is attached. Please see the attached staff reports and RESOLUTION.

VII. **UNFINISHED BUSINESS**

There is no unfinished business.



VIII. NEW BUSINESS

A. ADOPTION OF AN ORDINANCE AMENDING CITY CODE CHAPTER 24 TO ALLOW "FOOD SALES" AS A PERMITTED USE IN C-3 ZONING DESIGNATIONS

Following the public hearing it is appropriate to consider action on the proposed modification to the City Code. Please see the attached staff report and ORDINANCE.

B. ADOPTION OF A RESOLUTION AWARDED BID FOR SUBSTATION ROOF REPLACEMENT PROJECT

Staff recommends award of the bid for the roof replacement at the South Front Street Substation to low bidder WEB Construction. Please see the attached staff report and RESOLUTION.

C. ADOPTION OF A RESOLUTION RELATED TO AGREEMENTS FOR MAGNER FARM SUBDIVISION

Staff recommends adoption of a resolution authorizing execution of "Shared Use Agreement" and "Land Trade And Grading Agreement" with School District #508 for development of Magner Farm Subdivision. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF AN ORDINANCE AMENDING CITY CODE REGULATIONS RELATED TO HOSPITAL PURCHASING AUTHORITY

Staff recommends approval of an ordinance providing for a modification to the Hospital Commission's purchasing authority. Please see the attached staff report and ORDINANCE.

E. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF LICENSING AGREEMENT WITH DON'S APPLIANCE

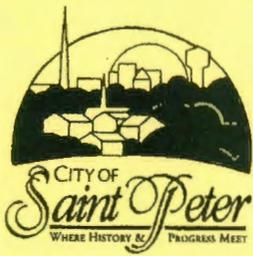
Staff recommends approval of an agreement that would authorize Don's Appliance and TV to utilize City owned right-of-way for use by the business. Please see the attached staff report and RESOLUTION.

IX. REPORTS

A. MAYOR

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

B. CITY ADMINISTRATOR



1. REPORT ON AMERICAN WATER WORKS ASSOCIATION AWARD

A report will be provided at this time on the "Leonard N. Thompson" award recently given to Public Works Director Moulton at last weeks' annual conference of the Minnesota Chapter of the American Water Works Association.

2. REPORT ON GARDNER ROAD WATERMAIN PROJECT 2015

A report will be provided at this time on the Gardner Road Watermain Project 2015.

3. REPORT ON "MAYOR FOR A DAY" ESSAY CONTEST

A report will be provided at this time on a "Mayor For A Day" essay contest being sponsored by the League of Minnesota Cities for children.

4. 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
SEPTEMBER 14, 2015

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Governors' Room of the Community Center on September 14, 2015.

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

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

Approval of Minutes – A motion was made by Carlin, seconded by Parras, to approve the minutes of the August 24, 2015 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the August 24, 2015 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 19.

Consent Agenda – In motion by Grams, seconded by Parras, Resolution No. 2015-112 entitled, "Resolution Approving Consent Agenda" was introduced. With all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-112 is contained in the City Administrator's book entitled Council Resolutions 20.

Wastewater Treatment Plant Exterior Building Repair Project Acceptance – Public Works Director Moulton requested final acceptance of the 2012 Wastewater Treatment Plant Exterior Building Repair Project. Moulton indicated the project had been awarded in 2012 and completed shortly thereafter, but the grout color did not match the rest of the building and staff had waited to see if the color would fade to match or if the grout could be stained. Moulton indicated that no change to the color had occurred and staining was not recommended and as the work was structurally sound, staff had negotiated a contract price deduction with KUE Contracting of \$2,100 for the exemption to the specifications. Moulton recommended the project be accepted as completed for a final contract price of \$39,900. In motion by Carlin, seconded by Parras, Resolution No. 2015-113 entitled "Resolution Accepting Wastewater Treatment Plant Exterior Building Repairs Project", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-113 is contained in the City Administrator's book entitled Council Resolutions 20.

2016 Preliminary Levy Adoption – Finance Director O'Connell reviewed the proposed preliminary budget and levy which provided for a 5.25% (\$113,954) increase in the levy to fund the General Fund, Community Center, Library and all debt obligations for a preliminary tax rate of 48.06. O'Connell reviewed details of the budgets including projected fund balances, capital purchases, and personnel costs. In motion by Grams, seconded by Ziemann, Resolution No. 2015-114 entitled "Resolution Adopting Preliminary 2015 Tax Levy Collectible In 2016", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-114 is contained in the City Administrator's book entitled Council Resolutions 20.

Façade Renovation Loan Application: Community Core Partners LLC – Community Development Director Wille presented the Economic Development Authority recommendation for approval of a \$25,000 façade renovation loan to Community Core Partners, LLC to finance replacement of the second and third story windows in the properties at 216 and 218 South Minnesota Avenue. Wille noted that the amount of the loan was above the maximum outlined in the loan policies, but stated it had been recommended by the EDA based on Council discussion to change the loan limits to avoid issues with demolition by neglect. Wille stated the loan would be amortized over five years at 0% interest and secured by both a second mortgage on the properties and personal guarantees from owners of Community Core Partners with a 25% or more stake in the LLC. Wille also stated the window replacement had been approved by the Heritage Preservation Commission and the windows would be double pane, double hung and historically accurate. In motion by Kvamme, seconded by Carlin, Resolution No. 2015-115 entitled “Resolution Approving \$25,000 Façade Renovation Revolving Loan To Community Core Partners, LLC To Finance The Replacement Of Windows At 216/218 South Minnesota Avenue”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-115 is contained in the City Administrator’s book entitled Council Resolutions 20.

St. Peter Community Childcare Center Lease Renewal – City Administrator Prafke recommended execution of a renewal lease with St. Peter Community Childcare Center (SPC3). Prafke indicated the terms of the lease included a term of 2015-2019; the new rent amount, which is 50% of the previous rent, being retroactive to January, 2015; and the tenant being required to pay an additional \$200 per month towards back rent payments. Prafke noted the resolution also directed staff to stop activities to find a new tenant for Room 211 in the Community Center until February 2016 to provide SPC3 an opportunity to raise approximately \$75,000 to finance renovations of the space to expand their leased space. Councilmember Grams questioned the amount of back rent due. Prafke indicated the past rent for space in the Community Center was over \$30,000 and additional rents remained outstanding from the rental of the old nursing home property when the daycare first opened. In motion by Zieman, seconded by Brand, Resolution No. 2015-116 entitled “Resolution Authorizing Execution Of A Lease With Saint Peter Community Childcare Center”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-116 is contained in the City Administrator’s book entitled Council Resolutions 20.

Request For City Assistance: Oktoberfest – City Administrator Prafke recommended approval be provided for City assistance to the St. Peter Ambassador’s for the Oktoberfest event to be held in the City owned Municipal Lot #5 at the end of September. Prafke indicated staff had met with representatives of the Ambassadors and the proposed resolution outlined staff’s recommendation. In motion by Parras, seconded by Grams, Resolution No. 2015-117 entitled “Resolution Approving City Assistance For St. Peter Ambassador’s Oktoberfest Event”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-117 is contained in the City Administrator’s book entitled Council Resolutions 20.

Hospital Equipment Purchase Request – River’s Edge Hospital and Clinic CEO George Rohrich addressed the Council to present the Hospital Commission request for the budgeted purchase of Alto digital radiology equipment and retrofit from Brown’s Medical Imaging Company in the amount of \$194,000. Rohrich indicated quotes for the work were sought from national companies to switch from computerized to digital systems when the Hospital was informed the equipment manufacturer would no longer provide support on the existing equipment after 2015. Rohrich indicated staff had done reference checks on the Alto equipment as the quotes were over \$100,000 lower than the next low quote and all facilities they contacted for references were happy with the equipment and stated it worked well. Rohrich also noted switching to digital radiology was better for patients because it was a faster process resulting in

40-50% less radiation to the patient. In motion by Zieman, seconded by Brand, Resolution No. 2015-118 entitled "Resolution Approving Purchase Of Digital Radiography Upgrade And Retrofit For River's Edge Hospital And Clinic", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-118 is contained in the City Administrator's book entitled Council Resolutions 20.

Land Donation Acceptance – Community Development Director Wille requested formal acceptance of a donation from Mike and Julie Drummer of the property identified as Outlot A in Welco West Subdivision. Wille noted the 8,480 square foot parcel was considered a "remnant" and was undevelopable under City Code regulations and while Nicollet County identified a market valuation on the property of \$1,500, Mr. and Mrs. Drummer felt the parcel had no value. Wille reported the property would be replatted along with the Wagner Farm Subdivision which would enlarge the City owned portion of the property. City Administrator Prafke reminded Councilmembers that all donations of real estate required formal acceptance by the City Council as outlined in the City's donation policy. In motion by Carlin, seconded by Grams, Resolution No. 2015-119 entitled "Resolution Accepting Donation Of 'Outlot A', Welco West Subdivision From Mike And Julie Drummer", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-119 is contained in the City Administrator's book entitled Council Resolutions 20.

Council Out-Of-State Travel Request – City Administrator Prafke recommended approval be provided for Councilmember Carlin to travel to Columbia, Missouri as part of the InterCity Leadership Visit program being organized by Greater Mankato Growth at an approximate cost of \$1,900. Prafke noted that both State law and the City Council travel policy required Council action to approve any out-of-state travel by Councilmembers. Councilmember Grams asked what value the travel would have to the City. Prafke noted the program provided insight into issues of regional importance that had been successfully handled by other similar cities and the program provided an opportunity for civic and business leaders to build relationships with others in Blue Earth and Nicollet counties. Prafke noted that both he and Community Development Director Wille would also be participating in the trip. In motion by Parras, seconded by Kvamme, Resolution No. 2015-120 entitled "Resolution Authorizing Elected Official Travel", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-120 is contained in the City Administrator's book entitled Council Resolutions 20.

Personnel Policy Modification: Part-time Employee Probation – City Administrator Prafke recommended modification to the City's personnel policy definition of the probationary period for part-time employees to be "...520 hours or one year whichever occurs first". Prafke noted that some part-time employees work so infrequently that they have to be on probation for a year and indicated the number of employees impacted by this change would be small. In motion by Carlin, seconded by Parras, Resolution No. 2015-121 entitled "Resolution Modifying Personnel Policy Related To 'Introductory Period' For Part-time Employees", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-121 is contained in the City Administrator's book entitled Council Resolutions 20.

Reports

Mayor's Report – Mayor Strand on his recent activities which included attending a Coalition of Greater Minnesota Cities board meeting; the Council goal session; a Region Nine Development Commission board meeting; the "show and tell" event on the new park and new school; the town and gown luncheon with Gustavus; and the Rock Bend Folk Festival.

Goal Session Discussion – City Administrator Prafke reported on discussion at the August 31st Goal Session which included affordable housing, Council direction to staff to continue to work on development of a new affordable housing subdivision as well as a subdivision that would have homes valued at \$230,000 and above; future facilities; budgets; the City's image; promotion of a downtown and river connection similar to what is being done in Hutchinson; communications; and construction of a gravel trail at Hallett's Pond. Prafke noted the next goal session would occur on the fifth Monday in November and newly elected Councilmembers would be invited to participate.

Show and Tell Event – City Administrator Prafke provided a report on the "Show and Tell" event co-hosted by the City and School District #508 to provide public information on the plans and design for the new City park and the new school. Prafke noted approximately 200 people attended the event.

There being no further business, a motion was made by Brand, seconded by Parras, to adjourn. With all in favor, the motion carried and the meeting adjourned at 8:09 p.m.

Reports

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator

CITY OF SAINT PETER, MINNESOTA

PUBLIC HEARING PROCESS AND PROCEDURES

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

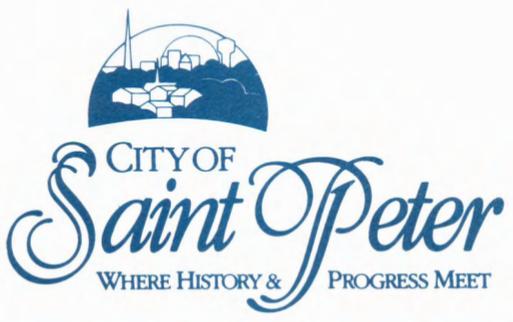
The Mayor will conduct the public hearing. He/she will explain the procedure to be followed before the hearing begins. The public will be allowed to participate and must follow the rules of conduct. Hearings are formal proceedings and will be conducted as such. While everyone will be given an opportunity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

The public hearing will be conducted in the following manner:

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

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

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



Memorandum

TO: Todd Prafke
City Administrator

DATE: 09/21/2015

FROM: Pete Moulton *Pete*
Public Works Director

RE: Stormwater and Water Utility Lawn Mower Replacement

ACTION/RECOMMENDATION

Authorize the purchase of a 2015 John Deere Commercial Z970R ZTrak Mower from Deere and Company, of Cary, North Carolina at a total package of \$11,750.97. It is also requested that the existing Unit #909, 2009 Ferris IS 5100Z SN 2013298878 mower be declared as surplus.

BACKGROUND

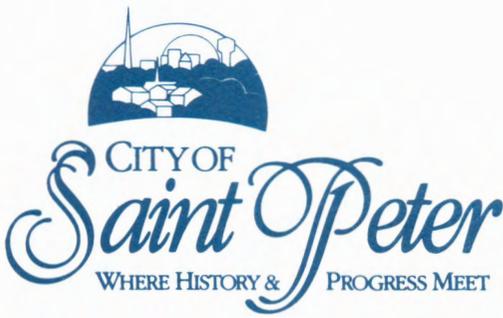
In the 2015 Stormwater and Water Utilities budgets funds were allocated for the purchase of a new lawn mower. This mower is used during the summer for seasonal staff to mow the 25 different sites for the Stormwater and Water Utility sections. Unit #909 - Ferris mower was purchased in 2009 with 1,346 hours and is starting to show its age with constant maintenance. Staff has been working with the mechanic to review the state bid for the recommendation of a new mower.

John Deere and MnDOT have an agreement with any purchase from the state bid website that a 23% discount is applied to all suggested listed prices. Written proposals were not received as staff used the Minnesota State Bid price. Included on the Z970R ZTrack are pneumatic turf tires, a 72" steel cutting deck, deluxe comfort seat with arm rests, mulch kit, sun canopy and trash receptacle kit.

With this purchase, Unit #909 2009 Ferris IS 5100Z mower would be declared surplus and disposed of through the live auction on the State website.

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

PTM/AK/amg



Memorandum

TO: Todd Prafke
City Administrator

DATE: 9/24/2015

FROM: Matt Peters
Chief of Police

RE: Consent Agenda—Surplus Bicycles

ACTION/RECOMMENDATION

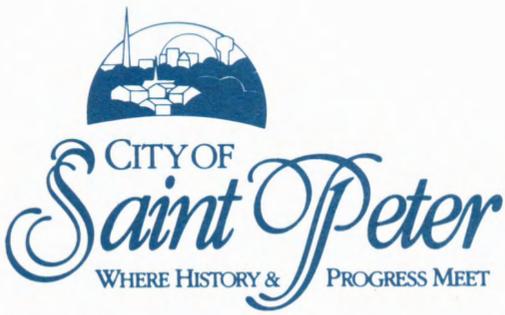
Declare the following list of unclaimed bicycles as surplus property.

BACKGROUND

Unclaimed bicycles are for the most part not usable. Once the bicycles are declared surplus they are turned over to Key City Bikes. Key City Bikes rebuilds bikes and then donates them to various charitable organizations for distribution to children.

<u>Description</u>	<u>Property card #</u>
Ralley Cutie Girls Bike	PC 15897
Roadmaster Mount Fury blue bike	PC 15898
Magna Girls bike	PC 15852
NEXT Mountain Ridge Silver/yellow /Blk bike	PC 15865
Next red Mountain bike	PC 15892
Murray Purple/pink 6 speed girls bike	PC 15894
Murray purple Youth mountain bike	PC 15879
Mongoose Montana 21 speed 26 inch bike	PC 15895
Raleigh MXR blue youth bike	PC 15872
Schwinn Burnout blue/red bike	PC 15872
Magna Precious and Pearls bike	PC 15838
Qwest Tetra blue girls bike	PC 15857
Diamondback Pathway bike	PC 15910
Huffy Rock It Blue/red BMX w/pegs	PC 15850

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



Memorandum

TO: Todd Prafke
City Administrator

DATE: 9/23/2015

FROM: Cindy Moulton 
Administrative Secretary

RE: License

ACTION/RECOMMENDATION

Provide approval of license.

BACKGROUND

The City has received a Show license application for City Council approval.

Michael Calahan dba Sneaky Productions has applied for a Show license in order to hold his comedy shows at the Nicollet County Historical Society located at 1851 North Minnesota Avenue. City Administrator Todd Prafke has approved the Show License contingent upon City Council approval.

Please place this item on the September 28, 2015 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.

CKM

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4 THE TEAM, LLC	jacket for cso	GENERAL FUND	COMMUNITY SERVICE	44.99
	uniform allowance powers,	WASTE WATER FUND	ADMIN AND GENERAL	275.52
	uniform allow	WASTE WATER FUND	ADMIN AND GENERAL	158.55
	uniform allowance hank	WASTE WATER FUND	ADMIN AND GENERAL	174.10
	yushta clothing allowance	STORMWATER FUND	ADMINISTRATION AND GEN	141.75
			TOTAL:	794.91
ABEL'S ELECTRIC MOTOR SHOP	ball bearing #5 motor	WASTE WATER FUND	SOURCE/TREATMENT	396.91
			TOTAL:	396.91
ALPHA WIRELESS COMMUNICATIONS CO	#509 radio repair & test	GENERAL FUND	FIRE	145.00
			TOTAL:	145.00
AMERICAN PUBLIC WORKS ASSOCIATION	mayo apwa renewal 12/01/15	GENERAL FUND	STREETS	74.58
	mayo apwa renewal 12/01/15	GENERAL FUND	PARKS	74.58
	mayo apwa renewal 12/01/15	ENVIRON SERVICES F	ADMIN AND GENERAL	74.59
			TOTAL:	223.75
AQUA SOLUTIONS, INC	poly tubing	WASTE WATER FUND	SOURCE/TREATMENT	56.00
			TOTAL:	56.00
AUDIO EDITIONS	new adult audio	LIBRARY FUND	LIBRARY	220.38
			TOTAL:	220.38
AUTOMATIC SYSTEMS CO.	6000mp - scada maintenance	WATER	PURIFICATION AND TREAT	793.61
			TOTAL:	793.61
BATTERIES PLUS	batteries	COMMUNITY CENTER	COMMUNITY CENTER	39.98
			TOTAL:	39.98
BGMN, INC	intake kit oil conditioner	GENERAL FUND	STREETS	72.13
	intake kit oil conditioner	GENERAL FUND	PARKS	72.13
	intake kit oil conditioner	WATER	DISTRIBUTION AND STORA	36.07
	intake kit oil conditioner	WASTE WATER FUND	SOURCE/TREATMENT	36.07
	intake kit oil conditioner	ENVIRON SERVICES F	REFUSE DISPOSAL	36.07
	intake kit oil conditioner	ELECTRIC FUND	POWER DISTRIBUTION	72.13
	intake kit oil conditioner	STORMWATER FUND	TREATMENT	36.05
			TOTAL:	360.65
BOLTON & MENK INC	traverse des sioux bleache	GENERAL FUND	PUBLIC WORKS ADMIN	65.00
	row	GENERAL FUND	STREETS	5,815.40
	staff mtgs/ msa upates	GENERAL FUND	STREETS	172.50
	msa upates	GENERAL FUND	STREETS	30.00
	mved easement	GENERAL FUND	PARKS	1,332.30
	staff mtgs/ msa upates	GENERAL FUND	PARKS	138.00
	stake marwey manufactured	GENERAL FUND	ECONOMIC DEVMT	725.00
	washington ave link	PERM IMPROVMENT RE	STREETS	3,641.50
	2014 old mn/ st. julien	PERM IMPROVMENT RE	STREETS	342.50
	high school traffic studdy	PARK LAND DEDICATI	PARKS	979.00
	water tower recirculation	WATER	DISTRIBUTION AND STORA	164.00
	surface & watermain	WATER	ADMIN AND GENERAL	7,000.00
	staff mtgs/ msa upates	WATER	ADMIN AND GENERAL	69.00
	tuckpointing project	WASTE WATER FUND	SOURCE/TREATMENT	195.00
	staff mtgs/ msa upates	WASTE WATER FUND	ADMIN AND GENERAL	69.00
	staff mtgs/ msa upates	ENVIRON SERVICES F	ADMIN AND GENERAL	69.00
	staff mtgs/ msa upates	ELECTRIC FUND	ADMIN AND GENERAL	172.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	20,979.70
BRANDT LAW OFFICE	civil	GENERAL FUND	LEGAL SERVICES	1,805.00
	criminal	GENERAL FUND	LEGAL SERVICES	8,195.45
	school agreement	PARK LAND DEDICATI	PARKS	825.00
	n. detention land	STORMWATER FUND	ADMINISTRATION AND GEN	780.00
			TOTAL:	11,605.45
CARQUEST AUTO PARTS STORES	july hitch pin	GENERAL FUND	POLICE	5.69
	carb clear, bearing	GENERAL FUND	STREETS	59.18
	fog bulbs/ wiper blades	GENERAL FUND	PARKS	62.76
	auto charger	WATER	DISTRIBUTION AND STORA	29.99
	v-belt, hyd. fluid, filter	WASTE WATER FUND	SOURCE/TREATMENT	71.92
	theadlocker	WASTE WATER FUND	SOURCE/TREATMENT	6.99
	auto charger	ENVIRON SERVICES F	REFUSE DISPOSAL	77.61
	adapter	ENVIRON SERVICES F	REFUSE DISPOSAL	9.99
			TOTAL:	324.13
CERTIFIED LABORATORIES	hyd. oil	GENERAL FUND	STREETS	175.45
	hyd. oil	GENERAL FUND	PARKS	175.45
	hyd. oil	WATER	DISTRIBUTION AND STORA	87.73
	hyd. oil	WASTE WATER FUND	SOURCE/TREATMENT	87.73
	hyd. oil	ENVIRON SERVICES F	REFUSE DISPOSAL	87.73
	hyd. oil	ELECTRIC FUND	POWER DISTRIBUTION	175.45
	hyd. oil	STORMWATER FUND	TREATMENT	87.71
			TOTAL:	877.25
CINTAS CORPORATION #754	uniforms & shop towels	GENERAL FUND	STREETS	2.26
	uniforms & shop towels	GENERAL FUND	PARKS	2.26
	uniforms & shop towels	WATER	DISTRIBUTION AND STORA	1.13
	uniforms & shop towels	WASTE WATER FUND	SOURCE/TREATMENT	1.13
	uniforms & shop towels	ENVIRON SERVICES F	REFUSE DISPOSAL	1.13
	uniforms & shop towels	ELECTRIC FUND	POWER DISTRIBUTION	2.26
	uniforms	ELECTRIC FUND	ADMIN AND GENERAL	663.15
	uniforms & shop towels	STORMWATER FUND	TREATMENT	1.13
			TOTAL:	674.45
COLE PAPERS INC	wipes, cups, plates	GENERAL FUND	STREETS	115.75
	wipes, cups, plates	GENERAL FUND	PARKS	115.75
	bathroom supplies	LIBRARY FUND	LIBRARY	121.10
	astro bright paper and dai	LIBRARY FUND	LIBRARY	156.52
	astro bright paper and dai	LIBRARY FUND	LIBRARY	71.60
	bathroom supplies	COMMUNITY CENTER	COMMUNITY CENTER	484.40
	astro bright paper and dai	COMMUNITY CENTER	COMMUNITY CENTER	626.10
	wipes, cups, plates	WATER	DISTRIBUTION AND STORA	57.88
	wipes, cups, plates	WASTE WATER FUND	SOURCE/TREATMENT	57.88
	wipes, cups, plates	ENVIRON SERVICES F	REFUSE DISPOSAL	57.88
	wipes, cups, plates	ELECTRIC FUND	POWER DISTRIBUTION	115.75
	wipes, cups, plates	STORMWATER FUND	TREATMENT	57.88
			TOTAL:	2,038.49
COMPUTER TECHNOLOGY SOLUTIONS, INC.	replacement printer in pol	GENERAL FUND	POLICE	2,069.00
			TOTAL:	2,069.00
CONSOLIDATED COMMUNICATIONS	august phone bill	GENERAL FUND	CITY ADMINISTRATION	70.98
	august phone bill	GENERAL FUND	CITY CLERK	14.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	august phone bill	GENERAL FUND	FINANCE	110.49
	august phone bill	GENERAL FUND	MUNICIPAL BUILDING	6.56
	august phone bill	GENERAL FUND	POLICE	343.44
	august phone bill	GENERAL FUND	FIRE	151.54
	august phone bill	GENERAL FUND	BUILDING INSPECTOR	41.19
	august phone bill	GENERAL FUND	PUBLIC WORKS ADMIN	83.40
	august phone bill	GENERAL FUND	STREETS	47.75
	august phone bill	GENERAL FUND	SENIOR COORDINATOR	5.69
	august phone bill	GENERAL FUND	RECREATION/LEISURE SER	197.47
	august phone bill	GENERAL FUND	SWIMMING POOL	31.34
	august phone bill	GENERAL FUND	PARKS	90.77
	august phone bill	GENERAL FUND	ECONOMIC DEVMT	27.16
	august phone bill	LIBRARY FUND	LIBRARY	83.70
	august phone bill	PUBLIC ACCESS	PUBLIC ACCESS	14.02
	august phone bill	COMMUNITY CENTER	COMMUNITY CENTER	121.10
	august phone bill	WATER	ADMIN AND GENERAL	167.71
	august phone bill	WASTE WATER FUND	ADMIN AND GENERAL	192.05
	august phone bill	ENVIRON SERVICES F	ADMIN AND GENERAL	30.34
	august phone bill	ELECTRIC FUND	ADMIN AND GENERAL	139.99
	august phone bill	TRANSIT	TRANSIT/TRANSPORTATION	48.93
			TOTAL:	2,019.66
CREDIT RIVER TOOLS	hex met set and torx set	GENERAL FUND	STREETS	74.99
	hex met set and torx set	GENERAL FUND	PARKS	74.99
	hex met set and torx set	WATER	DISTRIBUTION AND STORA	37.50
	hex met set and torx set	WASTE WATER FUND	SOURCE/TREATMENT	37.50
	hex met set and torx set	ENVIRON SERVICES F	REFUSE DISPOSAL	37.50
	hex met set and torx set	ELECTRIC FUND	POWER DISTRIBUTION	74.99
	hex met set and torx set	STORMWATER FUND	TREATMENT	37.48
			TOTAL:	374.95
CRYSTAL LAWN, INC	pw irrigation system servi	GENERAL FUND	STREETS	28.88
	pw irrigation system servi	GENERAL FUND	PARKS	23.10
	pw irrigation system servi	WATER	ADMIN AND GENERAL	11.55
	pw irrigation system servi	WASTE WATER FUND	ADMIN AND GENERAL	11.55
	pw irrigation system servi	ENVIRON SERVICES F	ADMIN AND GENERAL	11.54
	pw irrigation system servi	ELECTRIC FUND	ADMIN AND GENERAL	28.88
			TOTAL:	115.50
CRYSTAL VALLEY	power plant fuel	ELECTRIC FUND	POWER PRODUCTION	13,125.00
	power plant fuel	ELECTRIC FUND	POWER PRODUCTION	13,876.85
			TOTAL:	27,001.85
CULLIGAN	drinking water	GENERAL FUND	SWIMMING POOL	84.75
	community center solar sal	COMMUNITY CENTER	COMMUNITY CENTER	13.90
			TOTAL:	98.65
DIAMOND VOGEL PAINTS	white ball field paint	GENERAL FUND	PARKS	216.00
			TOTAL:	216.00
ELECTRICAL & COMMUNICATION SPECIALISTS	conference room ballast re	GENERAL FUND	STREETS	21.63
	conference room ballast re	GENERAL FUND	PARKS	17.30
	conference room ballast re	WATER	ADMIN AND GENERAL	8.65
	conference room ballast re	WASTE WATER FUND	ADMIN AND GENERAL	8.65
	conference room ballast re	ENVIRON SERVICES F	ADMIN AND GENERAL	8.64
	conference room ballast re	ELECTRIC FUND	ADMIN AND GENERAL	21.63

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>86.50</u>
FAMILY FRESH MARKET	monthly staff meeting	GENERAL FUND	STREETS	7.57
	senior dance	GENERAL FUND	SENIOR COORDINATOR	53.39
	summer celebration	GENERAL FUND	RECREATION/LEISURE SER	4.29
	summer celebration	GENERAL FUND	RECREATION/LEISURE SER	28.49
	bags for ccp ducks- vips	GENERAL FUND	RECREATION/LEISURE SER	2.14
	final summer rec staff mee	GENERAL FUND	RECREATION/LEISURE SER	15.77
	concessions	GENERAL FUND	SWIMMING POOL	24.11
	summer celebration	GENERAL FUND	SWIMMING POOL	10.69
	monthly staff meeting	GENERAL FUND	PARKS	6.06
	supplies for st. peter rea	LIBRARY FUND	LIBRARY	12.07
	monthly staff meeting	WATER	ADMIN AND GENERAL	3.03
	cookie sheets for lab vile	WASTE WATER FUND	SOURCE/TREATMENT	18.98
	distilled water for lab ma	WASTE WATER FUND	SOURCE/TREATMENT	7.12
	monthly staff meeting	WASTE WATER FUND	ADMIN AND GENERAL	3.03
	monthly staff meeting	ENVIRON SERVICES F	ADMIN AND GENERAL	3.03
	monthly staff meeting	ELECTRIC FUND	ADMIN AND GENERAL	7.57
			TOTAL:	<u>207.34</u>
FASTENAL COMPANY	bottom tap	GENERAL FUND	STREETS	4.73
	pool whirl bolts	GENERAL FUND	SWIMMING POOL	1.38
	bottom tap	GENERAL FUND	PARKS	4.73
	bottom tap	WATER	DISTRIBUTION AND STORA	2.37
	bottom tap	WASTE WATER FUND	SOURCE/TREATMENT	2.37
	bottom tap	ENVIRON SERVICES F	REFUSE DISPOSAL	2.37
	bottom tap	ELECTRIC FUND	POWER DISTRIBUTION	4.73
	bottom tap	STORMWATER FUND	TREATMENT	2.37
			TOTAL:	<u>25.05</u>
FIRE PROTECTION SERVICES, INC.	review shop drawings - msh	GENERAL FUND	BUILDING INSPECTOR	<u>3,969.14</u>
			TOTAL:	<u>3,969.14</u>
TIM FISCHER	uniform allowance/ boots	COMMUNITY CENTER	COMMUNITY CENTER	<u>155.00</u>
			TOTAL:	<u>155.00</u>
FREEDOM VALUE CENTERS, INC.	august fuel	WATER	DISTRIBUTION AND STORA	<u>61.39</u>
			TOTAL:	<u>61.39</u>
G AND H READY MIX, LLC	concrete	GENERAL FUND	PARKS	<u>624.00</u>
			TOTAL:	<u>624.00</u>
ANGELA GLASSEL	inter office travel 7/20-9	GENERAL FUND	PUBLIC WORKS ADMIN	<u>13.57</u>
			TOTAL:	<u>13.57</u>
GOODTIMES MANUFACTURING	youth tackle football coac	GENERAL FUND	RECREATION/LEISURE SER	<u>187.50</u>
			TOTAL:	<u>187.50</u>
GRAYBAR ELECTRIC COMPANY INC	midget fuses	WATER	PURIFICATION AND TREAT	89.67
	#480, #485 adapters & elbo	ELECTRIC FUND	NON-DEPARTMENTAL	<u>239.96</u>
			TOTAL:	<u>329.63</u>
HACH COMPANY	lab chemicals	WASTE WATER FUND	SOURCE/TREATMENT	614.96
	lab chemicals	WASTE WATER FUND	SOURCE/TREATMENT	<u>307.14</u>
			TOTAL:	<u>922.10</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HAWKINS, INC.	gas, chlorine, caustic sod	WATER	PURIFICATION AND TREAT	1,929.00
	aqua hawk & sulfuric acid	WASTE WATER FUND	BIOSOLIDS	5,060.00
	ferric chloride	WASTE WATER FUND	SOURCE/TREATMENT	4,423.02
	aqua hawk & sulfuric acid	WASTE WATER FUND	SOURCE/TREATMENT	472.64
			TOTAL:	11,884.66
HERMEL WHOLESale	concessions	COMMUNITY CENTER	COMMUNITY CENTER	482.58
			TOTAL:	482.58
HILLYARD/HUTCHINSON	brush strip, filter exhaust	GENERAL FUND	MUNICIPAL BUILDING	516.49
	filter exhaust	GENERAL FUND	MUNICIPAL BUILDING	83.10
			TOTAL:	599.59
HOLIDAY COMMERCIAL	august fuel	COMMUNITY CENTER	COMMUNITY CENTER	56.57
			TOTAL:	56.57
I & S GROUP	front st substn reroof&wal	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	1,758.00
			TOTAL:	1,758.00
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	599.74
			TOTAL:	599.74
JON-DON	repair for carpet shampooe	LIBRARY FUND	LIBRARY	1.53
	repair of carpet shampooer	LIBRARY FUND	LIBRARY	90.40
	parts to repair carpet sha	LIBRARY FUND	LIBRARY	4.06
	repair for carpet shampooe	COMMUNITY CENTER	COMMUNITY CENTER	6.11
	repair of carpet shampooer	COMMUNITY CENTER	COMMUNITY CENTER	361.60
	parts to repair carpet sha	COMMUNITY CENTER	COMMUNITY CENTER	16.26
			TOTAL:	479.96
JRK SEED & TURF SUPPLY	clay baseball mounds	GENERAL FUND	PARKS	179.40
			TOTAL:	179.40
KIND VETERINARY CLINIC PA	animal care	GENERAL FUND	COMMUNITY SERVICE	435.35
	paws- animal care	RESTRICTED CONTRIB	COMMUNITY SERVICE	663.96
			TOTAL:	1,099.31
JOSHUA KLASEUS	flashlight, uniform shirts	GENERAL FUND	POLICE	387.98
			TOTAL:	387.98
DANNIE KLOSSNER	entertainment for senior d	GENERAL FUND	SENIOR COORDINATOR	175.00
			TOTAL:	175.00
LAGER'S INC	meter car	WATER	CUSTOMER ACCOUNTS	29.79
	meter car	WATER	CUSTOMER ACCOUNTS	34.43
	meter car	WASTE WATER FUND	CUSTOMER ACCOUNTS	29.79
	meter car	WASTE WATER FUND	CUSTOMER ACCOUNTS	34.43
	meter car	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	29.80
	meter car	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	34.41
	meter car	ELECTRIC FUND	CUSTOMER ACCOUNTS	29.79
	meter car	ELECTRIC FUND	CUSTOMER ACCOUNTS	34.43
			TOTAL:	256.87
LEXIS NEXIS	subscription fee	GENERAL FUND	POLICE	100.00
			TOTAL:	100.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
LIGHTHOUSE UNIFORM CO.	silver chin strap	RESTRICTED CONTRIB	FIRE	16.20	
			TOTAL:	16.20	
LJP ENTERPRISES INC	august 2015 refuse pickup	ENVIRON SERVICES F	REFUSE DISPOSAL	19,397.00	
			TOTAL:	19,397.00	
LOCATORS & SUPPLIES, INC.	safety rain geer	GENERAL FUND	STREETS	17.61	
	safety rain geer	GENERAL FUND	PARKS	14.09	
	safety rain geer	WATER	ADMIN AND GENERAL	7.04	
	safety rain geer	WASTE WATER FUND	ADMIN AND GENERAL	7.04	
	safety rain geer	ENVIRON SERVICES F	ADMIN AND GENERAL	7.04	
	safety rain geer	ELECTRIC FUND	ADMIN AND GENERAL	17.61	
			TOTAL:	70.43	
LOKEN'S PARKING LOT PAINTING AND SWEEP	street painting	GENERAL FUND	STREETS	4,590.00	
			TOTAL:	4,590.00	
MEDIACOM	kasota repair	GENERAL FUND	STREETS	1,000.00	
	kasota repair	PROPERTY INSURANCE	INSURANCE-UNALLOCATED	434.31	
			TOTAL:	1,434.31	
MISC VENDOR	BRUSKE, CHRIS	camping reimbursement	GENERAL FUND	NON-DEPARTMENTAL	100.00
	BRUSKE, CHRIS	camping reimbursement	GENERAL FUND	NON-DEPARTMENTAL	6.90
	CENTURY LINK	cip rebate	ELECTRIC FUND	NON-DEPARTMENTAL	1,172.00
	DAKOTA COUNTY SOCIAL S	sandland & grochow registr	GENERAL FUND	POLICE	40.00
	KLIEST, BYRON	cip rebate	ELECTRIC FUND	NON-DEPARTMENTAL	72.00
	LIA PRICE TRANSLATION	interpreting fees	GENERAL FUND	POLICE	30.00
	REPTILE AND AMPHIBIAN	mea family program: rad zo	LIBRARY FUND	LIBRARY	195.00
	THE CHEESE AND PIE MON	wellness event - reimburse	RESTRICTED CONTRIB	CITY ADMINISTRATION	100.00
			TOTAL:	1,715.90	
MN COUNTY ATTORNEYS ASSOC.	registration fee 2015 impa	GENERAL FUND	POLICE	75.00	
			TOTAL:	75.00	
MN DEPT OF COMMERCE	2nd quarter fy 16' indirec	ELECTRIC FUND	ADMIN AND GENERAL	1,501.87	
	2nd quarter fy 16' indirec	ELECTRIC FUND	ADMIN AND GENERAL	358.22	
			TOTAL:	1,860.09	
MN DEPT OF HEALTH	2015 annual state water su	WATER	NON-DEPARTMENTAL	19,875.00	
			TOTAL:	19,875.00	
MN DEPT OF LABOR & INDUSTRY	return of per diems receiv	WATER	ADMIN AND GENERAL	770.00	
			TOTAL:	770.00	
MN ELEVATOR, INC.	elevator annual preventive	COMMUNITY CENTER	COMMUNITY CENTER	2,030.14	
			TOTAL:	2,030.14	
MN VALLEY ACTION COUNCIL INC.	cip	ELECTRIC FUND	ADMIN AND GENERAL	1,792.98	
			TOTAL:	1,792.98	
MN WASTE PROCESSING	august disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	15,473.65	
			TOTAL:	15,473.65	
PETE MOULTON	mileage 08/31/15 - 09/11/1	GENERAL FUND	STREETS	96.02	
	mileage 08/31/15 - 09/11/1	GENERAL FUND	PARKS	19.55	
	mileage 08/31/15 - 09/11/1	WATER	ADMIN AND GENERAL	141.45	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	mileage 08/31/15 - 09/11/1	ELECTRIC FUND	ADMIN AND GENERAL	112.13
			TOTAL:	369.15
MVTL LABORATORIES INC	mercury testing	WASTE WATER FUND	SOURCE/TREATMENT	334.75
	wwtf nitrogen study testin	WASTE WATER FUND	SOURCE/TREATMENT	66.40
	wwtf nitrate & study testi	WASTE WATER FUND	SOURCE/TREATMENT	66.40
	lab #253	WASTE WATER FUND	SOURCE/TREATMENT	56.00
			TOTAL:	523.55
NAPA AUTO PARTS OF ST PETER	windshield adhesive	GENERAL FUND	POLICE	8.38
	fuel pump & filter	GENERAL FUND	FIRE	52.56
	#502 fuel line, #504 batte	GENERAL FUND	FIRE	189.50
	fuse	GENERAL FUND	FIRE	2.33
	tri-ball hitch	GENERAL FUND	PUBLIC WORKS ADMIN	59.99
	tire iron, gloves, fuel li	GENERAL FUND	STREETS	306.25
	battery, core deposit, wip	GENERAL FUND	STREETS	220.34
	tire iron, gloves, fuel li	GENERAL FUND	PARKS	306.25
	fog lamp, fuel filter, oil	GENERAL FUND	PARKS	160.53
	tire iron, gloves, fuel li	WATER	DISTRIBUTION AND STORA	153.13
	maxi pack & rep kit	WATER	DISTRIBUTION AND STORA	22.64
	oil seal	WASTE WATER FUND	COLLECTOR/LIFT STAT	23.36
	tire iron, gloves, fuel li	WASTE WATER FUND	SOURCE/TREATMENT	153.13
	tire iron, gloves, fuel li	ENVIRON SERVICES F	REFUSE DISPOSAL	153.13
	tire iron, gloves, fuel li	ELECTRIC FUND	POWER DISTRIBUTION	306.25
	tensioner, belt, pulley	ELECTRIC FUND	POWER DISTRIBUTION	165.88
	tire iron, gloves, fuel li	STORMWATER FUND	TREATMENT	153.13
	oil filter	STORMWATER FUND	TREATMENT	2.80
	bearing	TRANSIT	TRANSIT/TRANSPORTATION	51.38
			TOTAL:	2,490.96
NBS CALIBRATIONS	thermometer service & cali	WASTE WATER FUND	SOURCE/TREATMENT	445.00
			TOTAL:	445.00
NELSON PRINTING COMPANY	ticket books	TRANSIT	TRANSIT/TRANSPORTATION	388.00
			TOTAL:	388.00
NICOLLET COUNTY RECORDER/ABSTRACTER	record drummer quit claim	GENERAL FUND	ECONOMIC DEVMT	46.00
			TOTAL:	46.00
NICOLLET COUNTY SOCIAL SERVICES	child care fee 724 n 8	GENERAL FUND	MAYOR & COUNCIL	150.00
			TOTAL:	150.00
NICOLLET COUNTY TREASURER	1/2 year taxes 213 nassau	GENERAL FUND	ECONOMIC DEVMT	98.00
	1/2 year taxes comm ctr	LIBRARY FUND	LIBRARY	37.50
	1/2 year taxes comm ctr	COMMUNITY CENTER	COMMUNITY CENTER	37.50
	1/2 year taxes - parkland	PARK LAND DEDICATI	PARKS	2,409.00
	1/2 year taxes parkland	PARK LAND DEDICATI	PARKS	141.00
	1/2 year taxes bdway water	WATER	ADMIN AND GENERAL	177.00
			TOTAL:	2,900.00
NICOLLET COUNTY BANK	august ach fees	GENERAL FUND	FINANCE	9.00
	august ach fees	WATER	ADMIN AND GENERAL	2.25
	aug ach fees	WATER	CUSTOMER ACCOUNTS	13.46
	august ach fees	WASTE WATER FUND	ADMIN AND GENERAL	2.25
	aug ach fees	WASTE WATER FUND	CUSTOMER ACCOUNTS	13.46
	august ach fees	ENVIRON SERVICES F	ADMIN AND GENERAL	2.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	aug ach fees	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	13.46
	august ach fees	ELECTRIC FUND	ADMIN AND GENERAL	2.25
	aug ach fees	ELECTRIC FUND	CUSTOMER ACCOUNTS	13.47
			TOTAL:	71.85
NORTH CENTRAL INTERNATIONAL	light inventory	GENERAL FUND	STREETS	19.00
	light inventory	GENERAL FUND	PARKS	19.00
	light inventory	WATER	DISTRIBUTION AND STORA	9.50
	light inventory	WASTE WATER FUND	SOURCE/TREATMENT	9.50
	light inventory	ENVIRON SERVICES F	REFUSE DISPOSAL	9.50
	light inventory	ELECTRIC FUND	POWER DISTRIBUTION	19.00
	light inventory	STORMWATER FUND	TREATMENT	9.48
			TOTAL:	94.98
NORTH CENTRAL LABORATORIES	lab chemicals	WASTE WATER FUND	SOURCE/TREATMENT	435.00
			TOTAL:	435.00
NUTTER CLOTHING CO	patch thompson	RESTRICTED CONTRIB	FIRE	6.00
			TOTAL:	6.00
PEPSI-COLA OF MANKATO INC	concessions	COMMUNITY CENTER	COMMUNITY CENTER	365.02
			TOTAL:	365.02
FRED POWERS	water operator exam & cert	WASTE WATER FUND	ADMIN AND GENERAL	55.00
			TOTAL:	55.00
TODD PRAFKE-PETTY CASH	pic frame & dish soap	GENERAL FUND	MUNICIPAL BUILDING	18.84
	poatage	GENERAL FUND	BUILDING INSPECTOR	8.95
	meals	GENERAL FUND	ECONOMIC DEVMT	64.00
	postage	GENERAL FUND	ECONOMIC DEVMT	2.84
	laser ptr	GENERAL FUND	ECONOMIC DEVMT	2.87
	record notary	GENERAL FUND	ECONOMIC DEVMT	20.00
	lic tabs #412	WATER	CUSTOMER ACCOUNTS	5.50
	lic tabs #412	WASTE WATER FUND	CUSTOMER ACCOUNTS	5.50
	lic tabs #412	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	5.50
	meals	ELECTRIC FUND	ADMIN AND GENERAL	19.65
	lic tabs #412	ELECTRIC FUND	CUSTOMER ACCOUNTS	5.50
	tin foil & baggies	RESTRICTED CONTRIB	CITY ADMINISTRATION	9.78
			TOTAL:	168.93
PRIDE HEATING, COOLING & REFRIGERATION	a/c repair	LIBRARY FUND	LIBRARY	805.90
			TOTAL:	805.90
QUICK MART ST PETER	august fuel	GENERAL FUND	FIRE	136.76
			TOTAL:	136.76
RAMY TURF PRODUCTS	grounds crew mix	GENERAL FUND	PARKS	534.00
			TOTAL:	534.00
RIVER'S EDGE HOSPITAL & CLINIC	pre employment drug tests	TRANSIT	TRANSIT/TRANSPORTATION	116.00
			TOTAL:	116.00
ROCHESTER MIDLAND CORPORATION	monthly service restroom	COMMUNITY CENTER	COMMUNITY CENTER	76.01
			TOTAL:	76.01
ROYAL TIRE, INC	#708 tires	ELECTRIC FUND	POWER DISTRIBUTION	446.12

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#141 tires	TRANSIT	TRANSIT/TRANSPORTATION	669.18
			TOTAL:	1,115.30
NICOLE RUHLAND	mirror for pool office	GENERAL FUND	SWIMMING POOL	6.00
	laffy taffy - lessons	GENERAL FUND	SWIMMING POOL	6.00
	pizza cutter	GENERAL FUND	SWIMMING POOL	1.49
	pool concessions mileage	GENERAL FUND	SWIMMING POOL	16.10
			TOTAL:	29.59
RYAN ELECTRIC OF ST PETER	check score board field 4	GENERAL FUND	PARKS	75.00
	repair light	COMMUNITY CENTER	COMMUNITY CENTER	229.00
	replace photo eye @brdway	WATER	DISTRIBUTION AND STORA	93.90
	greenmill tower	WATER	DISTRIBUTION AND STORA	75.00
	change ballast	WASTE WATER FUND	SOURCE/TREATMENT	75.00
	gen plant oil pump motor	ELECTRIC FUND	POWER PRODUCTION	75.00
			TOTAL:	622.90
SAINTS BUS SERVICE	create a camp field trip t	GENERAL FUND	RECREATION/LEISURE SER	238.75
			TOTAL:	238.75
SAM'S CLUB	senior center supplies	GENERAL FUND	SENIOR COORDINATOR	22.34
	concessions	COMMUNITY CENTER	COMMUNITY CENTER	48.40
	spcc supplies	COMMUNITY CENTER	COMMUNITY CENTER	45.14
			TOTAL:	115.88
SHERWIN-WILLIAMS	hotline lf yellow	GENERAL FUND	STREETS	110.00
			TOTAL:	110.00
SHOPKO STORES OPERATING CO., LLC	wheeled latch	GENERAL FUND	SWIMMING POOL	19.99
			TOTAL:	19.99
SHORELAND COUNTRY CLUB	golf lessons contracted wi	GENERAL FUND	RECREATION/LEISURE SER	720.00
			TOTAL:	720.00
SOUTH CENTRAL COLLEGE	registration fee	GENERAL FUND	POLICE	125.00
			TOTAL:	125.00
SOUTHERN MN CONSTRUCTION CO INC	water valves n. 9th, sioux	WATER	DISTRIBUTION AND STORA	165.20
	gravel stock pile	WATER	ADMIN AND GENERAL	158.20
	gravel stock pile	WASTE WATER FUND	ADMIN AND GENERAL	158.20
	gravel stock pile	ENVIRON SERVICES F	ADMIN AND GENERAL	79.10
	gravel stock pile	ELECTRIC FUND	ADMIN AND GENERAL	395.51
			TOTAL:	956.21
SPRINT SOLUTIONS, INC.	phone bill	GENERAL FUND	FIRE	17.64
	phone bill	COMMUNITY CENTER	COMMUNITY CENTER	16.62
	phone bill	WATER	ADMIN AND GENERAL	16.62
	phone bill	WATER	ADMIN AND GENERAL	39.99
	phone bill	WASTE WATER FUND	ADMIN AND GENERAL	19.77
	phone bill	ELECTRIC FUND	ADMIN AND GENERAL	44.26
			TOTAL:	154.90
ST PETER AREA CHAMBER OF COMMERCE	anniversary recognition gi	GENERAL FUND	POLICE	375.00
	anniversary recognition gi	GENERAL FUND	PUBLIC WORKS ADMIN	25.00
	anniversary recognition gi	GENERAL FUND	RECREATION/LEISURE SER	75.00
	anniversary recognition gi	ELECTRIC FUND	ADMIN AND GENERAL	225.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	700.00
ST PETER COMMUNITY & FAMILY EDUCATION	custodial fees	COMMUNITY CENTER	COMMUNITY CENTER	267.60
			TOTAL:	267.60
ST PETER HERALD	paper subscription	GENERAL FUND	POLICE	62.40
	advertise for adult progra	LIBRARY FUND	LIBRARY	142.20
			TOTAL:	204.60
STAPLES ADVANTAGE	dry erase eraser, dry eras	GENERAL FUND	CITY ADMINISTRATION	12.28
	dry erase eraser, dry eras	GENERAL FUND	CITY CLERK	12.28
	dry erase eraser, dry eras	GENERAL FUND	FINANCE	8.19
	dry erase eraser, dry eras	GENERAL FUND	POLICE	6.55
	dry erase eraser, dry eras	GENERAL FUND	BUILDING INSPECTOR	3.28
	dry erase eraser, dry eras	GENERAL FUND	PUBLIC WORKS ADMIN	1.64
	copy paper & organizer	GENERAL FUND	STREETS	21.75
	copy paper & organizer	GENERAL FUND	PARKS	17.40
	dry erase eraser, dry eras	GENERAL FUND	ECONOMIC DEVMT	0.82
	copy paper & organizer	WATER	ADMIN AND GENERAL	8.70
	dry erase eraser, dry eras	WATER	ADMIN AND GENERAL	7.37
	copy paper & organizer	WASTE WATER FUND	ADMIN AND GENERAL	8.70
	dry erase eraser, dry eras	WASTE WATER FUND	ADMIN AND GENERAL	7.38
	copy paper & organizer	ENVIRON SERVICES F	ADMIN AND GENERAL	8.68
	copy paper & organizer	ELECTRIC FUND	ADMIN AND GENERAL	21.75
	dry erase eraser, dry eras	ELECTRIC FUND	ADMIN AND GENERAL	22.11
			TOTAL:	168.88
STREICHER'S	uniform expense	GENERAL FUND	POLICE	63.98
	uniform expense	GENERAL FUND	POLICE	34.99
	uniform	GENERAL FUND	POLICE	44.99
	uniform charges	RESTRICTED CONTRIB	FIRE	59.97
			TOTAL:	203.93
STRUCKMAN, DUSTIN	meals	GENERAL FUND	POLICE	44.50
	hotel	GENERAL FUND	POLICE	270.42
			TOTAL:	314.92
J.ARLAN TACKETT	clothing allowance	WATER	CUSTOMER ACCOUNTS	25.00
	clothing allowance	WASTE WATER FUND	CUSTOMER ACCOUNTS	25.00
	clothing allowance	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	25.00
	clothing allowance	ELECTRIC FUND	CUSTOMER ACCOUNTS	25.00
			TOTAL:	100.00
TIGERDIRECT.COM	spare hard drives for rebu	GENERAL FUND	FINANCE	150.01
	billing computer	WATER	CUSTOMER ACCOUNTS	153.63
	billing computer	WASTE WATER FUND	CUSTOMER ACCOUNTS	153.63
	billing computer	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	153.61
	billing computer	ELECTRIC FUND	CUSTOMER ACCOUNTS	153.63
			TOTAL:	764.51
JANE TIMMERMAN-PETTY CASH	senior center supplies	GENERAL FUND	SENIOR COORDINATOR	8.10
	certified letter with retu	LIBRARY FUND	LIBRARY	6.74
			TOTAL:	14.84
TIRE ASSOCIATES	#48 tire repair	GENERAL FUND	STREETS	196.00
			TOTAL:	196.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRANE	quarterly payment for serv	COMMUNITY CENTER	COMMUNITY CENTER	<u>1,084.75</u>
			TOTAL:	1,084.75
VERIZON WIRELESS	jet packs	GENERAL FUND	STREETS	8.75
	jet packs	GENERAL FUND	PARKS	7.00
	jet packs	WATER	ADMIN AND GENERAL	3.50
	jet packs	WATER	ADMIN AND GENERAL	35.01
	jet packs	WASTE WATER FUND	ADMIN AND GENERAL	3.50
	jet packs	ENVIRON SERVICES F	ADMIN AND GENERAL	3.51
	jet packs	ELECTRIC FUND	ADMIN AND GENERAL	<u>8.75</u>
			TOTAL:	70.02
VWR INTERNATIONAL	pipets	WASTE WATER FUND	SOURCE/TREATMENT	32.54
	pipets, kim wipes	WASTE WATER FUND	SOURCE/TREATMENT	<u>31.76</u>
			TOTAL:	64.30
WALTER F STEPHENS JR INC	police officer badge	GENERAL FUND	POLICE	<u>150.50</u>
			TOTAL:	150.50
WATER ENVIRONMENT FEDERATION	membership knutson	WATER	ADMIN AND GENERAL	<u>141.00</u>
			TOTAL:	141.00
WESCO DISTRIBUTION INC	#384 1/0 elbows	ELECTRIC FUND	NON-DEPARTMENTAL	909.00
	#425, #505 sleeves	ELECTRIC FUND	NON-DEPARTMENTAL	814.00
	tool - folding shotgun	ELECTRIC FUND	POWER DISTRIBUTION	<u>327.76</u>
			TOTAL:	2,050.76
WIDMER MASONRY LE SUEUR, MN	sppc door a remove pavers	COMMUNITY CENTER	COMMUNITY CENTER	<u>3,250.00</u>
			TOTAL:	3,250.00
WOLF MOTOR COMPANY, INC.	#708 floor kit	ELECTRIC FUND	POWER DISTRIBUTION	<u>71.12</u>
			TOTAL:	71.12
ZIEGLER INC	#812 edges	ELECTRIC FUND	POWER DISTRIBUTION	<u>354.16</u>
			TOTAL:	354.16

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	41,527.65		
201	PROPERTY INSURANCE	434.31		
211	LIBRARY FUND	2,548.44		
213	PUBLIC ACCESS	14.02		
217	COMMUNITY CENTER	9,813.78		
401	PERM IMPROVMENT REVOLVING	3,984.00		
404	PARK LAND DEDICATION	4,354.00		
601	WATER	32,714.59		
602	WASTE WATER FUND	14,998.30		
603	ENVIRON SERVICES FUND	35,903.06		
604	ELECTRIC FUND	39,995.04		
606	STORMWATER FUND	1,309.78		
610	TRANSIT	1,273.49		
820	RESTRICTED CONTRIBUTIONS	855.91		

	GRAND TOTAL:	189,726.37		

TOTAL PAGES: 12

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 –

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

RESOLUTION APPROVING CONSENT AGENDA

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

- 1. The following budgeted purchases in excess of \$7,500 are hereby approved:

<u>VENDOR</u>	<u>ITEM</u>	<u>PRICE</u>	<u>FUNDING</u>
Deere and Company	JD Commercial Z970R Ztrack mower	\$11,750.97	Water Stormwater

- 2. The following unclaimed bicycles are declared as surplus property and staff is authorized to provide for donation of the bikes to the Key City Bike Program for refurbishment and distribution to underprivileged individuals:

<u>Description</u>	<u>Property card #</u>
Ralley Cutie Girls Bike	PC 15897
Roadmaster Mount Fury blue bike	PC 15898
Magna Girls bike	PC 15852
NEXT Mountain Ridge Silver/yellow /Blk bike	PC 15865
Next red Mountain bike	PC 15892
Murray Purple/pink 6 speed girls bike	PC 15894
Murray purple Youth mountain bike	PC 15879
Mongoose Montana 21 speed 26 inch bike	PC 15895
Raleigh MXR blue youth bike	PC 15872
Schwinn Burnout blue/red bike	PC 15872
Magna Precious and Pearls bike	PC 15838
Qwest Tetra blue girls bike	PC 15857
Diamondback Pathway bike	PC 15910
Huffy Rock It Blue/red BMX w/pegs	PC 15850

- 3. The following license application is approved subject to payment of the licensing fee and compliance with City Code regulations:

<u>Show License</u>		
Sneaky Productions	1851 N MN Ave.	9/26/15 – 12/31/15

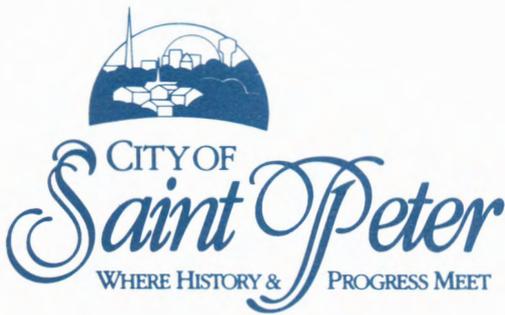
- 4. The schedule of disbursements for September 10, 2015 through September 23, 2015 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 28th day of September, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 09/24/15

FROM: Russ Wille
Community Development Director

RE: Zoning Ordinance – Text Amendment (Cheri Brown) Food Sales in C-3 District

ACTION/RECOMMENDATION

Following a public hearing, adopt the attached Ordinance amending the zoning ordinance to allow “Food Sales” as a permitted use within (C-3) General Retail and Service Commercial zoning districts.

BACKGROUND

Ms. Cheri Brown has paid the appropriate fee and has petitioned the City Council seeking an amendment to the text of the Zoning Ordinance. Ms. Brown would like the Council to amend the Code to allow “Food Sales” as a permitted use within the (C-3) General Retail and Service Commercial zoning districts.

Ms. Brown has been seeking to locate a retail bakery from which she would propose to sell baked goods. She would also intend to serve food to be consumed on the premises as an accessory use associated with the retail sales.

A retail bakery would be considered to be “Food Sales”. The definition of Food Sales is as follows:

“Food Sales: Establishments or places of business primary engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries and candy shops.”

Ms. Brown has negotiated the lease of the lower level of the Saint Peter Eye Clinic from Dr. Blake Dirks. The subject property is located at 320 Sunrise Drive. The site is within a (C-3) General Retail and Service Commercial zoning district.

The current zoning ordinance adopted in 2007 does not list Food Sales on the roster of permitted uses within a C-3 zoning district. As such, if Ms. Brown were to be allowed to locate her planned bakery at 320 Sunrise Drive, the City Code would need to be amended to allow the bakery as a permitted use.

The Planning Commission considered Ms. Brown's petition at their September 3rd meeting. The Commission has recommendation that the City Council provide for the amendment petitioned by Ms. Brown.

For your review I have copied the section of the Zoning Code related to the C-3 zoning district.

FISCAL IMPACT:

Ms. Brown has paid the fee established by the City Council. The ordinance would need to be published in the Saint Peter Herald and will take effect at that time.

ALTERNATIVES/VARIATIONS:

Do not act: Ms. Brown will be notified of the Council action. If the Council does not take action to approve or deny the petition by October 19, 2015, the petition will be automatically approved.

Negative Votes: Ms. Brown will be notified of the Council's denial.

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.

RJW

APPLICATION FORM
CITY OF SAINT PETER, MINNESOTA

Street Location of Property (address) 320 Sunrise Dr.

Owner:
Name Blake Dirks

Address 502 N. 3rd Street

Applicant: (If different from owner)
Name Cheri Brown

Address _____

Type of Request:

(Please check one)

- Rezoning [] Annexation [] Variance
[] Conditional Use [] Vacate Public Ways
[] Application for Subdivision _____ Number of Lots
[] Other

Description of Request: Text amendment to zoning ordinance to allow "Food Sales" as a permitted use in C-3 district

Cheri Brown
Applicant Signature
Date 08/19/2015

(To be filled in by City Officials)

Petition received with fee \$ 400⁰⁰ on 08/19 by Red

Action of Variance Board (if request is for Variance) N/A

Action of Planning Commission Recommends approval Date 09/03/2015
Date

Action of City Council _____ Date

Fee \$ 400⁰⁰ Receipt Number 00311224 Date 08/19/2015

To: City of Saint Peter

From: Cheri Brown

Date: August 19, 2015

RE: Request for petition for amendment

To Whom it May Concern:

Please consider this my request to amend the zoning ordinance to allow food sales as a permanent use within the C3 District. I am working with Dr. Blake Dirks to open a Bakery/Coffee Shop in the lower portion of his building located at 320 Sunrise Drive in Saint Peter. Sales to include, baked goods, coffees, lunches, and custom orders. I feel this would be a beneficial addition to the city of Saint Peter, and would draw both local and regional sales from the area bringing revenue and jobs to the City.

I have discussed this issue with Dr. Dirks, and he has concurred with me. Per his direction, should you need any further information, or have further questions, please feel free to contact Dr. Dirks or myself.

Thank you for your consideration concerning this request.

Respectfully,

Cheri Brown

507.995.2546

DIVISION 9. - C-3 LIMITED RETAIL BUSINESS DISTRICT

Sec. 24-258. - Statement of intent.

The C-3 Limited Retail Business District is intended to provide for limited retail and service commercial activities. Uses are intended to accommodate and serve local neighborhood patrons.

(Ord. No. 394(2nd Ser.), § 1(11.14), 11-26-2007)

Sec. 24-259. - Principal permitted uses.

Only the following uses and structures shall be permitted within the C-3 Limited Retail Business Districts:

- (1) *Civic uses.*
 - a. Administrative services.
 - b. Cultural services.
 - c. Local utility services.
 - d. Postal facilities.
- (2) *Commercial uses.*
 - a. Administrative business offices.
 - b. Business or trade school.
 - c. Communication services.
 - d. Consumer repair services.
 - e. Medical offices.
 - f. Personal improvement services.
 - g. Professional offices.

(Ord. No. 394(2nd Ser.), § 1(11.14), 11-26-2007)

Sec. 24-260. - Conditional uses.

The following uses of land and structures may be allowed within the C-3 Limited Retail Business District subject to the review and approval of the Board of Appeals and Adjustments as provided in this chapter:

- (1) *Residential uses.* Multifamily residential (general).
- (2) *Civic uses.*
 - a. Club or lodge.
 - b. College and university facilities.
 - c. Day care services (general).
 - d. Major utility facilities.
 - e. Park and recreation services.
 - f. Religious assembly.
 - g. Safety services.
- (3) *Commercial uses.*

- a. Automotive and equipment services (automotive washing).
- b. Convenience store.
- c. Personal services.

(4) *Industrial uses.* Custom manufacturing.

(Ord. No. 394(2nd Ser.), § 1(11.14), 11-26-2007)

Sec. 24-261. - Development regulations.

Unless otherwise provided in this chapter, each development within the C-3 district shall be subject to the following minimum requirement:

- (1) Lot area: 7,000 square feet.
- (2) Lot width: 70 feet.
- (3) Front yard: 20 feet.
- (4) Side yard: 15 feet.
- (5) Rear yard: 25 feet.
- (6) Maximum height: 35 feet.
- (7) Maximum lot coverage: 65 percent.

(Ord. No. 394(2nd Ser.), § 1(11.14), 11-26-2007)

Sec. 24-262. - Off-street parking and loading.

Unless required as a condition of approval or resulting from review as provided in section 24-260, all uses within the C-3 district shall provide the required off-street parking and loading as prescribed in article III of this chapter.

(Ord. No. 394(2nd Ser.), § 1(11.14), 11-26-2007)

Secs. 24-263—24-287. - Reserved.

ORDINANCE NO. _____, SECOND SERIES

AN ORDINANCE AMENDING SAINT PETER CITY CODE CHAPTER 24 "LAND USE REGULATIONS AND ZONING" TO ADD FOOD SALES TO THE ROSTER OF PERMITTED USES WITHIN A (C-3) GENERAL RETAIL AND SERVICE COMMERCIAL ZONING DISTRICTS

WHEREAS, Cheri Brown has petitioned the City of Saint Peter to consider an amendment to City Code to allow for the establishment of "Food Sales" operations within (C-3) General Retail and Service Commercial zoning districts; and

WHEREAS, the Planning and Zoning Commission of the City of Saint Peter has reviewed the petitioned amendment to code and has determined that the amendment is appropriate and necessary to allow for the reasonable use of lands and structures within the C-3 zoning districts; and

WHEREAS, the Planning and Zoning Commission has determined that the requested amendment would not impede the orderly development of the community; and

WHEREAS, the Planning and Zoning Commission has recommended that the City Council provide for the alteration as requested by Ms. Brown; and

WHEREAS, the City Council finds that the requested amendment to the City Code is consistent with the provisions of the Comprehensive Plan for the development of the City.

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

Section 1. Saint Peter City Code, Division 9, Section 24-259 is amended to include "Food Sales" as a permitted Commercial Use

Section 2. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 28th day of September, 2015.

ATTEST:

Todd Prafke
City Administrator

Timothy Strand
Mayor

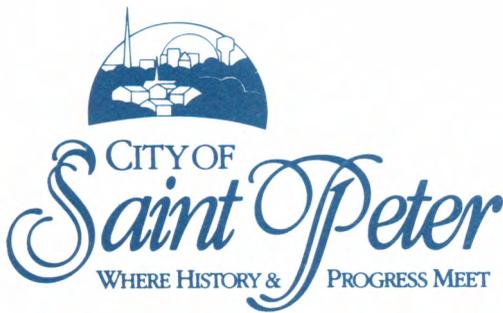
The foregoing Ordinance was adopted by the following votes:

Ayes:

Nays:

Absent

Published in the *Saint Peter Herald* on _____, 2015.



Memorandum

TO: Todd Prafke
City Administrator

DATE: 09/24/15

FROM: Pete Moulton
Public Works Director

RE: City of Saint Peter Front Street Substation Renovation Project Bid Award

ACTION/RECOMMENDATION

Award the bid for the City of Saint Peter Front Street Substation Renovation Project to WEB Construction of Mankato, Minnesota in the amount of \$56,120.

BACKGROUND

In May, I&S Group (ISG) was authorized to complete engineering on corrections needed to the South Front Street Substation walls and roof. The substation is in need of a structural improvement with the parapet wall and the roof needs to be replaced. Rain water has been entering the building along the wall through the roof and is in need of correction in order to protect the delicate and expensive electrical control panels and switching gear. ISG prepared plans and specifications that include noted corrections on a floor plan and a roof plan.

The following formal bids were received on September 22, 2015:

<u>CONTRACTOR</u>		<u>AMOUNT</u>
WEB Construction	Mankato, Minnesota	\$56,120
Met-Con Construction	Faribault, Minnesota	\$57,700
APX Construction	Mankato, Minnesota	\$61,200

Staff recommends that WEB Construction of Mankato, Minnesota be awarded the bid for completion of the necessary repairs.

FISCAL IMPACT:

Funds are allocated in the 2015 Electric Budget for this repair.

ALTERNATIVES/VARIATIONS:

Do not act: Staff will seek City Council direction.

Negative Vote: Staff will explore other options based on City Council direction.

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

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

PM/amg

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION AWARDING BID FOR CITY OF SAINT PETER FRONT STREET
SUBSTATION RENOVATION**

WHEREAS, the South Front Street Substation is in need of improvements with the parapet wall and a new roof; and

WHEREAS, I&S Group has prepared plans and specifications that include noted corrections on a roof and floor plan; and

WHEREAS, formal bids were received for the improvement project as follows;

<u>CONTRACTOR</u>	<u>AMOUNT</u>
WEB Construction	\$56,120
Met-Con Construction	\$57,700
APX Construction	\$61,200

WHEREAS, awarding the bid on September 28, 2015, will keep the project on schedule for completion by December 4, 2015.

WHEREAS, the low bidder, WEB Construction has met the qualifications of the bidding documents; and

WHEREAS, staff recommends awarding the bid to WEB Construction.

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

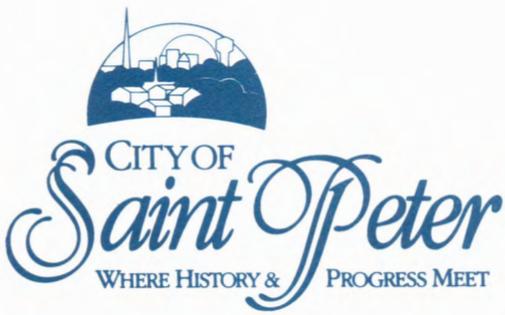
1. The City Council hereby awards the bid for the City of Saint Peter Front Street Substation Renovation to WEB Construction in the amount of \$56,120.
2. Funding for the project shall be from the Electric Fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of September, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 9/24/2015

FROM: Todd Prafke
City Administrator

RE: Magner Farm Subdivision Agreements

ACTION/RECOMMENDATION

Approve the attached resolution providing for two actions. The first is approval of the Shared Use Agreement. The second action is the approval of the Land Transfer and Grading Agreement.

BACKGROUND

Members have discussed this issue on multiple occasions and participated in the Joint Meeting with the School Board last Monday to more fully review the two agreements. The District 508 School Board took action at their meeting on Monday to enter into both of these agreements with the City.

Discussion at your Joint Meeting focused on the "Shared Use Agreement" as it is now called, and the new "Land Trade and Grading Agreement". Some of the significant issues in the Shared Use Agreement are:

- Conflict Resolution in the areas of:
 - Cancellation of events. Who has authority over the other entity's property?
 - Scheduling and scheduling conflicts and priorities, process and software
 - Inclement weather
- Enhanced liability responsibility language
- Use of alcohol and carrying of firearms on to the property
- A less structured/more flexible committee system
- Termination timeline

Also attached is the Land Trade and Grading Agreement. The Land Trade and Grading Agreement was put together by both the City and School District Attorneys. The goal of this document is three-fold as follows:

- Act as a purchase agreement. By approving this you will be entering into an agreement for the swap of land as contemplated.
- Allow the grading to occur on your current and future property under the contract based on bids opened by the School.

- Allow for the payment from you to the District for the City's share of rough grading. While the final amount is not determined, it is based on the process for fill/cut and utility placement. The work needs to be completed together because the land is designed to work as one in a number of ways, including access and maybe most importantly, stormwater. In addition, as mentioned earlier, we got great bids.

This document is needed as the land transfer is not able to occur prior to mid-October due to platting and other timeline related issues.

The School Board opened bids which were the accepted at their meeting on September 21st. The bids came in wonderfully under the engineer's estimate. The apparent lowest qualified bid was \$1.9 million compared to the Engineer's estimate of \$3.2 million.

A number of actions are planned to occur in the next 1 to 5 weeks. Should you agree, grading work is likely to commence on the property in mid-October.

As an aside...as discussed at your Joint Meeting, this has the potential to be a pretty historic action. Projects of this scope are rare in our community and cooperative efforts like this are rare in all communities. Oftentimes efforts like this one are much more difficult and much more complicated and have the potential to pull apart. You and staff are essentially building a new team with the work that you are doing and it takes time. We must be careful to ensure that we are meeting our needs, but also appropriately addressing the needs of our partners. Doing all of this is very challenging work for all those involved. Although it is very challenging, it also has great potential to be more efficient and provide enhanced opportunities for your community members.

FISCAL IMPACT

This obligates the City to cooperate with the District including funding work on property that will ultimately be owned by the City. While I cannot give the exact amount of the work based on the first bid package, it is estimated by me at less than the amounts provided for as a part of the first two of the total of three funding sources you have put in place to date. That sum is \$869,000.

ALTERNATIVES AND VARIATIONS:

Do not act. Staff will wait for your direction. If you do not act the remaining timeline is within two weeks. Outside of that time frame significant challenges and cost changes are likely to occur.

Negative Vote. Staff will inform the District of your decision. This would bring about a number of very difficult consequences all of which have not been evaluated by me at this time.

Modification to the Resolution. This is always an option of the Council. Please note that taking action on one of the agreements and not the other could bring with it a number of challenges as well. Those challenges would be different depending on which agreement you enter into. The agreements are meant to work in concert but would not have to. If you would like additional thought on this issue please let me know.

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

TP/bal

SHARED USE AGREEMENT

FOR ATHLETIC FIELDS ON DISTRICT AND CITY PROPERTY

This agreement made this ___ day of _____, 2015 by and between Independent School District 508, Nicollet County, State of Minnesota (hereinafter referred to as "District") and the City of Saint Peter, County of Nicollet, State of Minnesota (hereinafter referred to as "City").

WHEREAS, The City is the owner of real estate as set forth in Exhibit A, annexed hereto and made part hereof by reference, and the District is the owner of adjacent real estate as set forth in Exhibit B, annexed hereto and made part hereof by reference; and

WHEREAS, The City and the District wish to effectively use their real estate assets to provide quality programs and services to meet the educational and recreational needs of the District and the City; and

WHEREAS, By sharing construction costs, maintenance and upkeep of public owned facilities, parks and grounds, the City and District will maximize the use of public resources and minimize the duplication of facilities and fields.

NOW THEREFORE, In consideration of the mutual obligations, agreements and responsibilities taken on between the parties, the District and the City herewith enter into this Shared Use Agreement with regard to the use, maintenance and operation of the various athletic facilities described in the attached Exhibit C, annexed hereto and made part hereof by reference. Further recognizing that the City has waived the right to collect park dedication fees relative to the platting and development of the District High School site and has not collected park dedication fees relative to any District High School site in exchange for the City's use of athletic fields located on the school sites which has evolved in a mutually beneficial practice of shared use between the District and the City over the years.

A. DISTRICT USE OF CITY PARK:

The District is authorized to enter on City property as identified in Exhibit A to use such City athletic fields for public use and scheduling by the District when not in use by the City, subject to the exceptions, reservations, terms and provisions expressed herein.

1. The District agrees that its' use of any of the described recreational areas located in Exhibit A shall in no way interfere with the operation and use by the City of the City owned property upon which they are located. It is recognized that the properties set forth in Exhibit A are primarily used by the City as park properties and that the District's use is secondary thereto.

2. The athletic fields identified in Exhibit A herein shall be used for recreational purposes by the District and City and the use of such premises by the District shall be subject to and shall not interfere with the use thereof by the City for its' purposes.

3. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises as caused by the District's use of the facilities located in Exhibit A hereto. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises caused by the

City's operation, maintenance and improvement or use of the facilities identified in Exhibit A hereto.

4. During the times the District is using the City athletic fields the District shall provide and incur those costs associated with the routine field use. e.g. lining, dragging, sprinkling fields; picking up and removal of garbage, etc. The City shall provide and pay for the costs associated with routine maintenance and inspections of all City athletic fields, equipment, and park equipment not maintained by the District or otherwise identified not to be maintained by the District upon any of the properties identified as annexed in Exhibit A.

B. CITY USE OF DISTRICT SITE:

The City is authorized to enter on District property as identified in Exhibit B to use such District athletic fields for public use and scheduling by the City when not in use by the District, subject to the exceptions, reservations, terms and provisions expressed herein.

1. The City agrees that its' use of any of the described recreational areas located in Exhibit B shall not interfere with the operation and use by the District of the school grounds and school buildings upon which they are located. It is recognized that the properties in Exhibit B are primarily used by the District as school properties and that the City's use is secondary thereto.

2. The athletic fields identified in Exhibit B herein shall be used for recreational purposes by the District and City and the use of such premises by the City shall be subject to and shall not interfere with the use thereof by the District for its' purposes.

3. The City, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises as caused by the City's use of the facilities located in Exhibit B hereto. The District, for itself, successors, and assigns, assumes all risk of loss, damage or injury to persons or property on or about said premises caused by the District's operation, maintenance and improvement or use of the facilities identified in Exhibit B hereto.

4. During the times the City is using the District athletic fields the City shall provide and incur those costs associated with the routine field use, e.g. lining, dragging, sprinkling fields; picking up and removal of garbage, etc. The District shall provide and pay for the costs associated with routine maintenance and inspections of all District athletic fields, equipment, and park equipment not maintained by the City or otherwise identified not to be maintained by the City upon any of the properties identified in Exhibit B.

C. GENERAL PROVISIONS:

1. The City and the District shall each maintain their individual liability insurance coverage on their respectively owned recreational facilities and parks, playgrounds, athletic fields and other properties. Such insurance shall be provided in an amount no less than the statutory maximum liability for a governmental body within the State of Minnesota as set forth in Minnesota state law from time to time. Evidence of such coverage shall be furnished to the District or the City by each other as appropriate and as requested from time to time.

2. The City and the District shall develop joint maintenance standards for maintaining parks, playgrounds, trails, parking lots and stormwater ponds. Each party shall be

responsible for its' grounds and may enter into maintenance agreements with third parties, including each other, to carry out its' responsibilities under the joint maintenance standards.

3. Any revenues, from sources other than the City or the District programming, that are derived from reservations, lease, or use of the facilities that are a part of this agreement shall be paid to the entity confirming the reservation. Revenues received for use of specific facilities shall accrue to the owner of the facility leased. The District and the City shall be responsible for billing and collecting payments for the facilities it owns. Each entity may establish a rental and provision of service policy independent of each other.

4. The District and the City shall each designate a person with the authority to resolve conflicts in scheduling, use and cancelation and will inform the other party of their respective designee and contact information, including cell phone. Either party may cancel any event, activity or use of the recreational facilities respectively owned, as identified in Exhibits A and B. Any cancellation made within 24 hours of an event scheduled for use of District property must be made by the District's Activities Director. Any cancellation made within 24 hours of an event scheduled for use of City property must be made by the City's Director of Recreation and Leisure Services. In the event of a use or cancelation decision, whereby the parties are unable to agree about use or cancelation, the immediate supervisors of the Activities Director and Director of Recreation and Leisure Services will be consulted and will make a final decision.

5. The City covenants and agrees it will use and occupy the District premises identified in Exhibit B herein as permitted for within said exhibit for the purposes stated, in a reasonably safe and proper manner and will not permit nor suffer any waste thereon, and will maintain the premises in a reasonably orderly and sightly condition within the standards to be adopted by the parties as set forth in Exhibit D.

6. The District covenants and agrees it will use and occupy the City premises identified in Exhibit A herein as permitted for within said exhibit for the purposes stated, in a reasonably safe and proper manner and will not permit nor suffer any waste thereon, and it will maintain the premises in a reasonably orderly and sightly condition within the standards to be adopted by the parties as set forth in Exhibit D.

7. Upon the termination of this agreement by the parties the City shall return any personal or real property belonging to the District that it has in its' possession to the District and the City shall repair any damage it caused to the premises of District. The District shall return any personal or real property belonging to the City that it has in its' possession to the City and the District shall repair any damage it caused to the premises of City.

8. Annual meetings shall be held between the representatives of the District and the City to review any compliance or performance issues arising under the agreement

9. Both the District and the City agree not to assign or otherwise transfer any of their respective rights and obligations under the terms of this agreement.

10. It is understood and agreed by and between the City and the District hereto that subject to the provisions contained herein the premises identified in Exhibit A shall be used in accordance with the City of Saint Peter Park use policies.

11. It shall be the general practice of the District and the City to provide their respective recreational facilities identified in this agreement in Exhibits A and B to each other at

no charge when the use is for the benefit of residents of the City or the District. Except as provided in a mutually developed and accepted reservation lease, neither party shall contract with a third party to allow use of the other parties' recreational facilities without written permission of the other party.

12.

A. Alcohol and Tobacco Policy.

1. The District owned property shall be treated as "school grounds" as contemplated by the alcohol control provisions of Minn. Stat. Sec. 624.701; and

2. District alcohol and tobacco policies and regulations, consistent with Minn. Stat. Sec. 624.701, and any additions or amendments thereto, shall apply to the School Grounds; and

3. The area shall be appropriately posted; and

4. The City shall withhold access from groups for alcohol or tobacco violations.

B. Behavior Policies. The City acknowledges and supports ISD 508 behavior policies (including guns and weapons policy) and will use said policies during all use of the District Property.

13. This agreement may be terminated with 365 days written notice from one party to the other at the address provided below.

14. This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written notice signed by the parties.

**INDEPENDENT SCHOOL
DISTRICT NO. 508**
100 Lincoln Drive, St. Peter, MN 56082

CITY OF SAINT PETER
227 S. Front Street, St. Peter, MN 56082

Mark Karlsrud
Chair

Timothy Strand
Mayor

Paul Peterson
Superintendent

Todd Prafke
City Administrator

ATTACHMENTS

EXHIBIT A - CITY LEGAL DESCRIPTION

Block 1, Lot 1, Magner Farm Subdivision

EXHIBIT B - DISTRICT LEGAL DESCRIPTION

Block 1, Lot 2, Magner Farm Subdivision

**EXHIBIT C
ALLOCATION OF COMMON OUTDOOR FIELD EXPENSES
AND DESCRIPTION OF COMMON FIELDS**

<u>Activity</u>	<u>District Responsibility</u>	<u>City Responsibility</u>
Multi-Use Field #1	100%	0%
Multi-Use Field #2	100%	0%
Multi-Use Field #3	100%	0%
Multi-Use Field #4	0%	100%
Multi-Use Field #5	0%	100%
Multi-Use Field #6	0%	100%
8 Tennis Courts	100%	0%
Softball Field #1	100%	0%
Softball Field #2	0%	100%
Baseball Field #1	100%	0%
Baseball Field #2	0%	100%
Irrigation	Pro Rata share based on area owned by each party	
Landscaping	paid by respective property owner	
Signage	paid by respective property owner	
Park Amenities	paid by respective property owner	
Field Improvements	paid by respective property owner	
Turf Establishment	Pro Rata share based on area owned by each party	
Trails	paid by respective property owner	
Design	Pro Rata share based on facilities responsible for by each party	
CM Fee	Pro Rata share based on facilities responsible for by each party	
Utilities	Paid by each respective party based on current City policy	
	100%	

**EXHIBIT D
STANDARDS OF CARE AND MAINTAINENCE**

LAND TRADE AND GRADING AGREEMENT

This Agreement made and entered into by and between the City of Saint Peter, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as **CITY** and Saint Peter Independent School District 508, a school district, under the laws of the State of Minnesota, hereinafter referred to as **DISTRICT**, the day first written below.

WHEREAS, the **CITY** is the owner of a tract of land legally described as follows:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$), Section Seventeen (17), Township 110 North, Range 26 West, Nicollet County, Minnesota, EXCEPTING THEREFROM the following described parcel of land:

All that part of Parcel 2, Nicollet County Right of Way Plat No. 1, lying in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota, described as: Commencing at the South Quarter corner of Section 17; thence North 00 degrees 07 minutes 44 seconds East (assumed bearing) on the East line of the Southwest Quarter of Section 17, a distance of 946.54 feet to a Southeasterly corner of said Parcel 2 and the point of beginning; thence continuing North 00 degrees 07 minutes 44 seconds East on said East line, 151.69 feet to a Northeasterly corner of said Parcel 2 and a point on a 5784.48 foot radius nontangential curve to the left having a central angle of 02 degrees 52 minutes 06 seconds and a 289.55 foot chord which bears South 51 degrees 26 minutes 39 seconds West; thence on the curve and Northeasterly line of said Parcel 2, a distance of 289.58 feet to the point of tangency; thence South 50 degrees 00 minutes 36 seconds West on said Northeasterly line, 936.91 feet to a point on a 1085.90 foot radius curve to the right having a central angle of 21 degrees 42 minutes 59 seconds; thence on the curve and said Northeasterly line, 411.58 feet; thence South 18 degrees 16 minutes 25 seconds East, 20.00 feet to a point on a 1105.90 foot radius nontangential curve to the right having a central angle of 15 degrees 36 minutes 33 seconds and a 300.35 foot chord which bears South 79 degrees 31 minutes and 51 seconds West; thence on the curve 301.28 feet to the point of intersection with the North right of way line of a public road being 41.25 feet North of the South line of the Southwest Quarter of Section 17; thence North 89 degrees 56 minutes 24 seconds West; not tangent to previous curve on said right of way line, 52.57 feet; thence South 00 degrees 03 minutes 36 seconds West, 41.25 feet to a South line of said parcel 2 and the South line of the Southwest Quarter of Section 17; thence South 89 degrees 56 minutes 24 seconds East on said South line, 375.64 feet to a point on a 1205.90 foot nontangential radius curve to the left, having a central angle of 21 degrees 54 minutes 01 seconds and a 458.13 foot chord which bears North 60 degrees 57 minutes 37 seconds East; thence on the curve and Southerly line of said Parcel 2, a distance of 460.93 feet to the point of tangency; thence North 50 degrees 00 minutes 36 seconds East on said Southerly line, 936.91 feet to a point on a 5664.48 foot radius curve to the right, having a central angle of 01

degrees 56 minutes 22 seconds; thence on the curve and said Southerly line, 191.75 feet to the point of beginning;

and

Parcel No. "16" of Nicollet County Right-of-Way Plat No. 27. And Parcel No. "2N1" of Revised Nicollet County Right-of-Way Plat No. 1 for CSAH 5, according to the plat thereof on file in the office of the Nicollet County Recorder;

WHEREAS, the **DISTRICT** is the owner of real estate legally described as follows, to-wit:

The Northwest Quarter of the Southwest Quarter (NW ¼ of SW ¼) and the West Half of the Northeast Quarter of the Southwest Quarter (W ½ of NE ¼ of SW ¼) of Section Seventeen (17) in Township One Hundred Ten (110) North, Range Twenty-six (26) West, Nicollet County, Minnesota;

WHEREAS, the parties have caused the above described tracts to be platted into the Plat of Magner Farm Subdivision;

WHEREAS, attached hereto and incorporated herein as Exhibit A is a proposed revised Plat of the Magner Farm Subdivision which subdivides Block 1 Magner Farm Subdivision into Lot 1, and Lot 2, Block 1 of the Revised Plat of Magner Farm Subdivision;

WHEREAS, it is the intent of the **CITY** to convey its interest in Lot 2, Block 1, Revised Plat of Magner Farm Subdivision to the **DISTRICT** under the terms and conditions of this Agreement;

WHEREAS, it is the **DISTRICT'S** intent to convey its interest in Lot 1, Block 1, Revised Plat of Magner Subdivision to the **CITY** under the terms and conditions of this Agreement;

WHEREAS, the combined tracts are presently in need of certain site grading activities;

WHEREAS, it is economical for the parties to do said grading as a joint undertaking;

WHEREAS, the parties agree to delegate to ISG Engineering the authority to determine the amount of grading necessary for each party's obligated tract;

WHEREAS, it the **CITY'S** intention to pay for all grading services performed on Lot 1, Block 1, Revised Plat of Magner Farm Subdivision, excepting therefrom the grading necessary to created the pond lying in Lot 1, Block 1, as identified as #13 on Exhibit A;

WHEREAS, it is the **DISTRICT'S** intent to pay for all the grading services performed on Lot 2, Block 1, Revised Plat of Magner Farm Subdivision plus the grading necessary to create the pond lying in Lot 1, Block 1, as identified as #13 on Exhibit A;

WHEREAS, the **CITY** agrees to accept the **DISTRICT'S** storm water in the **CITY'S** storm water retention ponds in exchange for the **DISTRICT** compensating the **CITY** for the diminution in value of the **CITY** property.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties each agree as follows:

1. TRADE. That the **CITY** shall convey all its right, title and interest in and to the proposed Lot 2, Block 1, Revised Plat of Magner Farm Subdivision to the **DISTRICT**:

In exchange, the **DISTRICT** will convey all its right, title and interest in the following tract:

Lot 1, Block 1, Revised Plat of Magner Farm Subdivision;

to the **CITY**.

2. ADDITIONAL COMPENSATION. That the **DISTRICT** shall pay the **CITY** the sum of \$12,201.00 as for the reduction in property value experienced by the **CITY** by virtue of accepting the **DISTRICT'S** storm water into the **CITY'S** storm water retention ponds.

3. DEED/MARKETABLE TITLE. At closing each party shall deliver to the other party:

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

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

4. POSSESSION. Each party shall deliver possession of the property to the other not later than the day of closing.

5. TAXES AND ASSESSMENTS. Each party shall pay the 2015 real property taxes as shown on each party's real estate tax statement. Taxes for all prior years shall be paid by each respective party on its respective tracts. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by each respective party.

6. REPRESENTATIONS AND WARRANTIES. Each party warrants and represents to the other party that the following statements are true and accurate as of the date of this Agreement and the Closing Date:

A. **Title.** Each party is the record owner of good and marketable title to its above described Property. So long as this Agreement remains in force, the other party shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or encumbrance of all or any portion of the Property in a manner which will not be released at or prior to Closing.

- B. **Capacity.** Each party has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by each party pursuant hereto.
- C. **Hazardous Substances.** Neither party has knowledge of, nor has either party used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. Each party understands and agrees that, as between the parties, each party is solely responsible for liability under any Environmental Laws, including any requisite clean up of any Hazardous Substance, which arise as a result of use of its. To each party's knowledge, neither party has received any written notice from any governmental authority concerning the presence of any Hazardous Substance located on, in or under the Property.
1. **"Environmental Law"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
 2. **"Hazardous Substance"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- D. **Proceedings.** To either party's knowledge there is no threatened or pending action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against either party with respect to either party's interest in the Property.
- E. **Governmental Notices.** To either party's knowledge neither party has received notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting, subdivision or other law, ordinance or regulation.
- F. **Wells; Private Sewage.** Both parties certify and warrant that to its knowledge there is no well on the Property within the meaning of Minn. Stat. 103I. This representation is intended to satisfy the requirements of

that statute. Each party certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to each party's knowledge there is no existing or abandoned individual sewage treatment system on the Property.

- G. **Storage Tanks.** The parties disclose that there are no underground storage tanks about the Property, in use or abandoned, and no such tanks have been removed during each party's ownership of the Property except in compliance with applicable Federal, state and local statutes, regulations, ordinances and other regulatory requirements regarding such removal.
- H. **Mechanics Liens.** Each party has paid for, or will pay in full either on or before Closing, for all work, supplies and materials, performed upon and supplied to its Property by or on behalf of the property's owner.

Survival of the Representation and Warranties. Each of the party's representations and warranties herein contained shall survive the Closing and delivery and recordation of the Deed.

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

8. CLOSING DOCUMENTS. At the Closing, each party shall execute and deliver the following:

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

9. CLOSING COSTS. Each party shall pay its respective closing costs.

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

CITY: City of Saint Peter
City Administrator
Municipal Building
227 S. Front Street
St. Peter, MN 56082

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

DISTRICT: Saint Peter School District 508
Superintendent Paul Peterson
100 Lincoln Drive
St. Peter, MN 5608

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

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

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

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

15. AMENDMENTS. No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

16. GRADING CONTRACT. Attached hereto and incorporated herein as Exhibit B is a joint Grading Contract with Dirt Merchants, Inc. It is agreed that the grading may begin prior to the property transfer. It is further agreed that the CITY shall pay all grading activities on Lot 1, Block 1, except 35% of the grading necessary to create the pond lying in Lot 1, Block 1, as identified as #13 on Exhibit A and the DISTRICT shall pay all grading activities on Lot 2, Block 1, and 35% of the grading necessary to create the pond lying in Lot 1, Block 1, as identified as #13 on Exhibit A.

Dated: _____, 2015

CITY OF SAINT PETER

By _____
Timothy Strand, Mayor

By _____
Todd Prafke, City Administrator

Dated: _____, 2015

**SAINT PETER INDEPENDENT SCHOOL
DISTRICT 508**

By _____
Paul Peterson, Superintendent

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS RELATED TO
DEVELOPMENT OF THE MAGNER FARM SUBDIVISION BY AND BETWEEN THE CITY
AND SCHOOL DISTRICT #508**

WHEREAS, the City Council has purchased land in an location contemplated in the Saint Peter Park Master Plan; and

WHEREAS, School District #508 has purchased property adjacent to the property owned by the City; and

WHEREAS, City and District Staff were directed to and have engaged in joint planning of the Magner Farm Subdivision; and

WHEREAS, the City and District have petitioned for annexation and platting which has been approved by the City and State and named "Magner Farm Subdivision"; and

WHEREAS, the Council and the School Board have meet in joint session to discuss development of the subdivision; and

WHEREAS, the Council finds that it is in the best interest of the City and community to work cooperatively in the development of the Magner Farm Subdivision; and

WHEREAS, a subcommittee comprised of staff and officials of the School District and City developed an agreement which outlines the shared use of the property, and

WHEREAS, at the joint session of the School Board and City Council a review was made of an agreement entitled "Land Trade and Grading Agreement", which provides for sharing of costs associated with development and trading of land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are directed to enter into two agreements with School District #508 on behalf of the City. The agreements are entitled:

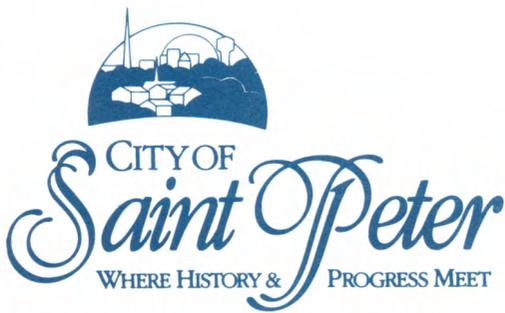
- Shared Use Agreement
- Land Trade and Grading Agreement

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of September, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 9/24/2015

FROM: Todd Prafke
City Administrator

RE: Hospital Ordinance Modification

ACTION/RECOMMENDATION

Approve the attached ordinance providing for modifications to City Code Chapter 2 related to the Hospital Commission purchasing authority.

BACKGROUND

As members know the City owns River's Edge Hospital, Clinic and the physical plant and building that is the BHS skilled nursing facility. To regulate those operations and facilities you have in place an ordinance that provides the framework for a number of different things including Commission Members and how the Hospital operates from a perspective of 50,000 feet.

Not too long ago you made a change to membership to include two new members to the Commission. As a part of that discussion and at a previous goal session you discussed the provision that provides for purchasing authority of the Commission. The provision related to purchasing has remained unchanged for more than 20 years and as the Hospital continues to grow it seems that changes and clarification would be desirable.

The proposed changes focus on a few specific issues related to purchasing levels and when approval of the Council is needed prior to a purchase.

As mentioned earlier, purchasing levels have remained the same for more than 20 years. If we were to follow the letter of the ordinance today it would mean that your operation would grind very slowing and your Council meeting would be filled with Hospital purchases. Today we are buying implants that can exceed the \$15,000 threshold. I believe the goal of the original and current ordinance is to ensure that the Hospital is in compliance with its' budget and to guard against things getting too far out of hand too quickly while helping to maintain a needed level of control related to the development of infrastructure. The proposed ordinance is patterned after the current City Purchasing Policy that you and City staff use on a day in and day out basis.

Lastly, it more clearly identifies the threshold by which changes to the facility can be made without Council approval. This is one of the important control factors related to expansion and it

is clear that the Council should maintain appropriate control over significant physical change or expansion of the facilities on the Hospital campus.

Again, the overall goal seems to be to allow the Hospital to operate in an efficient manner without undue process through the Council and balancing that with the Council's need to understand the activity of the Hospital while maintaining the appropriate level of management and fiduciary oversight.

FISCAL IMPACT:

I do not see any fiscal impact other than the cost of codifying the new ordinance into the City Code (\$500). I do not think these modifications will change the way you have operated over the last couple of years, but the change will provide clarification for the Hospital CEO as changes seem to occur more quickly in the medical business as a whole and specifically with your Hospital.

ALTERNATIVES/VARIATIONS:

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

Denial: The Hospital Commission will continue to operate as currently outlined in the City Code.

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

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

TP/bal

ORDINANCE NO. ____, THIRD SERIES

AN ORDINANCE MODIFYING SAINT PETER CITY CODE CHAPTER 2 “ADMINISTRATION”, DIVISION 9 “HOSPITAL, NURSING HOME, MEDICAL CLINIC, AND AMBULANCE COMMISSION”, AND ADOPTING BY REFERENCE SAINT PETER CITY CODE CHAPTER 1 SECTION 1-6, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

WHEREAS, the City of Saint Peter has adopted a City Code; and

WHEREAS, the City Code contains regulations which govern the operation of the City's Hospital, Nursing Home, Medical Clinic, and ambulance; and

WHEREAS, the regulations limit the spending authority provided to the Hospital Commission; and

WHEREAS, the goal of the Council is to find balance between the fiduciary responsibility of the Council and the business and operational needs of the Hospital and Clinic; and

WHEREAS, modifying the spending authority to comply with State law and the City's purchasing policy would allow more flexibility to the Hospital when making purchases necessary for continued operation of the facility and care of patients.

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

Section 1. The following modifications shall be made to City Code Chapter 2 “Administration”:

Sec. 2-627. Purpose and duties.

Subject to such limitations that may be prescribed by rules, the municipally-owned Community Hospital, nursing home, medical clinic and ambulance services, shall be operated primarily as a general hospital, medical clinic, nursing home and ambulance service, and the Commission shall from time to time establish and provide for setting of rates and suitable charges for the use of the Community Hospital, nursing home, medical clinic, and ambulance service and its facilities, and for payment and collection of same. In fixing such charges and rates and in all other business practices the Commission shall have in mind this purpose; that the Community Hospital, nursing home, medical clinic, and ambulance service shall be self-sustaining insofar as proper business practices can make it so; to accomplish that purpose the Commission, among other business practices, may provide security and for services to be rendered to patients. Said Commission shall at all times keep and cause to be kept true and correct books and accounts wherein shall be entered all receipts and disbursements and all business transactions appertaining to the operation of the hospital, medical clinic, nursing home or ambulance service and property. The Commission shall make to the Council during the month of May or following the completion of the Hospital's independent audit a full and accurate detailed report of all receipts and disbursements and of all the doings and transactions in the operation of such hospital, medical clinic, nursing home and ambulance service and the management of the Commission. All funds and receipts collected in operating and managing said hospital, medical clinic, nursing home and ambulance service shall be deposited with the Hospital Commission approved depositories, and all expenses and disbursements incurred in the operation thereof shall be paid using standard banking transaction processes. No debt shall be issued by the Hospital without approval of the City Council.

Sec. 6-228 Capital Items, and Emergency Facilities Purchasing

Capital Items shall include any equipment or group of different equipment whose intended use in an integrated manner supports the provision of a singular service, project or program and has a useful life in excess of one year and a purchase price of greater than \$5,000. Capital purchases costing between \$35,000 and \$49,999 shall be made only after multiple written quotes have been solicited and recommended by the Commission for approval and approved by the City Council. Capital purchases of \$50,000 or greater shall be allowed only after formal sealed bids have been received and recommended by the Commission for approval and approved by the City Council. The sealed bid process shall be as outlined in State Statute and/or the City's purchasing policy and all bids shall be publically opened and read.

No alterations, repairs or improvements to the hospital, medical clinic or nursing home shall be made by said Commission, with a cost of \$35,000.00 to \$49,999, without first obtaining multiple written quotes and the approval of the Council. No alterations, repairs or improvements to the hospital, medical clinic or nursing home shall be made by said Commission, with cost of \$50,000 or more, without first obtaining formal sealed bids and the approval of the City Council. The sealed bid process shall be as outlined in State Statute and/or the City's purchasing policy and all bids shall be publically opened and read. Capital equipment that needs immediate replacement due to a malfunction which compromises the hospital's ability to provide patient service or provide an appropriate hospital environment may be made at the discretion of the Commission under rules it may establish but must be sent for review and ratification to the City Council if in excess of \$50,000.

The Commission shall develop purchasing rules or policies for purchases under the limits established in this section and those rules or policies may be more restrictive in nature than those provided for in this section. Copies of any such rules or policies must be provided to the City Administrator's Office upon adoption.

Sec. 2-629 Minutes and meeting materials to the City Clerk-Administrator

A copy of the agenda minutes and supplementary materials for each meeting of the Commission shall be provided to the City Clerk-Administrator prior to each meeting.

Secs. 2-630-2-646. Reserved

Section 2. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of September, 2015.

ATTEST:

Todd Prafke
City Administrator

Timothy Strand
Mayor

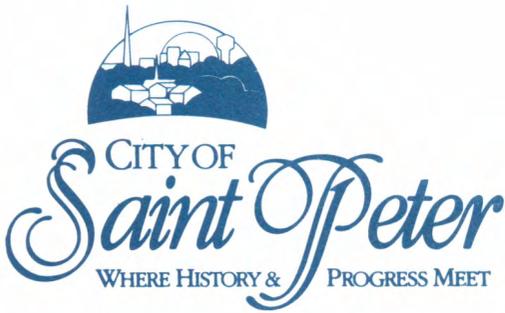
The foregoing Ordinance was adopted by the following votes:

Ayes:

Nays:

Absent:

Published in the *Saint Peter Herald* on _____, 2015.



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 9/25/2015

FROM: Todd Prafke
City Administrator

RE: ROW license (Don's Appliance)

ACTION/RECOMMENDATION

Approve the attached resolution providing a license for Bruce, Linda, and Jeff Orth dba Don's Appliance and TV of Minnesota, Inc. to use right-of-way located adjacent their property.

BACKGROUND

A sidewalk and improved curb line was constructed adjacent to the location of Don's Appliance on Old Minnesota Avenue. As a part of that work, the property owners requested use of the City right-of-way for parking of vehicles. Due to that request and past practice of the Council for properties such as Grain Millers, Shell, and Lager's Inc., staff provided a draft of the license agreement.

The Council has allowed this type of license under specific conditions that include:

- No negative impact on City use and utilities,
- Commercially or industrially zoned property
- Improvements being made to the property
- Others

A copy of the agreement and an image of the property is included for your review.

FISCAL IMPACT

There is no anticipated financial impact for the Council to enter this agreement.

ALTERNATIVES AND VARIATIONS

Do not act. Staff will wait for additional direction and we will inform the property owners that they do not have a license for use.

Negative vote. We will inform the property owners that they do not have a license for use.

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

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

TP/bal

LICENSE TO INSTALL ASPHALT AND USE FOR VEHICLE TURNAROUND

THIS LICENSE made and entered into this 29th day of May, 2015, by and between Bruce, Linda, and Jeff Orth, Owner (the "OWNER"), DBA as Don's Appliance and TV of Minnesota, Inc. a Minnesota company and the City of Saint Peter, a municipal corporation under the laws of the State of Minnesota (the "City").

WHEREAS, the OWNER is the owner of real estate, identified as "Parcel A" on Exhibit A attached hereto (collectively, the "Property");

WHEREAS, Bruce, Linda, and Jeff Orth operates an appliance business on the Property;

WHEREAS, City is the owner of the an eighty (80) foot right-of-way (the "ROW") located adjacent to Parcel A, depicted on Exhibit A hereto, and known as "Old Minnesota Avenue";

WHEREAS, Licensee and previous owners of the Property have historically and consistently utilized the easterly fifteen (15) feet of the ROW which abuts "Parcel A" respectively (the "Licensed Area"), for parking and turning around of customer vehicles and other uses incident thereto (the "Permitted Purposes");

WHEREAS, Licensee wishes to obtain, and the City is willing to grant to the OWNER, a license to allow Licensee to continue use of the Licensed Area for the Permitted Purposes pursuant to the terms hereof;

NOW THEREFORE, in consideration of the mutual promises, agreements and other good and valuable consideration, the parties hereby agree as follows:

1. License. The City hereby grants to Licensee an exclusive license to utilize the Licensed Area for the Permitted Purposes for the Term (the "License").
2. Term. The License shall commence on the Effective Date and shall continue for a period of one (1) year therefrom (the "Initial Term"). Following expiration of the Initial Term, the License shall automatically renew for additional successive one (1) year terms (each a "Renewal Term" and together with the Initial Term, "Term").
3. License Fee; Maintenance. In consideration of the City's grant of the License, Licensee shall: (i) deliver to the City upon execution of this Agreement a one-time license fee of \$100.00, the receipt of which is hereby acknowledged; (ii) refrain from parking any vehicles within two (2) feet of any sidewalk, or if no sidewalk is present, six (6) feet from any curb; (iii) repair and maintain the Licensed Area as reasonably directed by the City's Director of Public Works or City Administrator. In the event OWNER fails to repair or maintain the Licensed Area as reasonably directed within sixty (60) days of such order, the City may, at Licensee's expense: (x) repair the Licensed Area as ordered; or (y) hire a contractor to complete the required repairs. Any reasonable repair expenses incurred by the City shall be reimbursed by Licensee within ninety (90) days of Licensee receipt of an invoice for the same. If Licensee fails to remit timely payment for such expenses, the City shall be entitled to assess the Property for the same.

4. Indemnity.

A. As used in this Section, "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and reasonable attorneys' fees, which may result from: (a) injury to or death of a person (including but not limited to the officers, agents, and employees of either the City or Owner); (b) damage to or loss or destruction of real or personal property (including the Property, public utilities, equipment, or other property owned by or in the care of custody of the City).

B. As a major inducement and in consideration of the License herein granted, Licensee agrees to indemnify and hold harmless the City from any Loss arising: (i) on the portion of the Licensed Area being put to the Permitted Purposes at the time the Loss arose; and (ii) out of Licensee's use of the License. Notwithstanding any provision herein to the contrary, Licensee have no obligation to indemnify or hold the City harmless from any Loss to the extent that such Loss is caused by the negligence or misconduct of the City, its employees, agents or successors or assigns.

5. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverages:

A. Commercial General Liability. Broad form commercial general liability contractual liability coverage with a single limit of at least \$1,000,000.00 per occurrence or claim and an aggregate limit of at least \$1,000,000.00. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following: (i) bodily injury including death and personal injury; (ii) property damage; (iii) fire legal liability (not less than the replacement value of the portion of the premises occupied); and (iv) products and completed operations.

B. Business Automobile. Business automobile insurance coverage with a combined single limit of at least \$1,000,000.00 per occurrence or claim, including but not limited to coverage for the following: (i) bodily injury and property damage; and (ii) any and all motor vehicles including owned, hired and non-owned.

C. Workers' Compensation and Employers Liability. Workers' Compensation and Employers Liability insurance coverage including but not limited to: (i) Owners statutory liability all applicable Minnesota Workers' Compensation laws; and (ii) Employer's Liability (Part B) with limits of at least:

\$500,000.00 each accident
\$500,000.00 disease policy limit
\$500,000.00 each employee

D. Umbrella or Excess Policies. In the event the Owner utilizes umbrella or excess policies, such policies shall "follow form" and afford no less coverage than the primary policy.

6. Covenants Run with Land. The promises and covenants contained herein shall run with the Property and shall be binding upon the heirs, personal representatives, successors or assigns of Licensee, unless otherwise vacated by the City or other governmental entity.

7. Assignment. Neither this Agreement nor the License may be assigned by the City except upon receipt of the prior written consent of owners of the Property.

8. Termination. Notwithstanding any provision herein to the contrary: (i) Licensee shall be entitled to terminate this Agreement, and the License granted hereunder, at any time; and (ii) the City shall be entitled to terminate this Agreement upon ninety (90) days' written notice to Licensee.

9. General Term. This Agreement may be amended only by a written amendment signed by Licensee. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument. The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any other breach.

[Signatures on following page.]

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

CITY OF SAINT PETER

DON'S APPLIANCE

Timothy Strand
Mayor

Bruce Orth
Bruce Orth, Owner

Todd Prafke
City Administrator

Linda Orth
Linda Orth, Owner

Jeff Orth
Jeff Orth, Owner

By: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF NICOLLET)

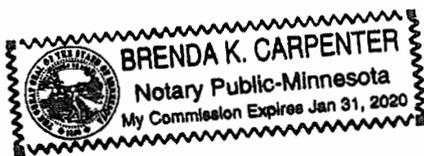
The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Timothy Strand and Todd Prafke, the Mayor and City Administrator, of the City of Saint Peter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this 2nd day of June, 2015, by Bruce, Linda, and Jeff Orth, Owners of Don's Appliance, and dated _____.

Brenda Carpenter
Notary Public



CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

RESOLUTION AUTHORIZING EXECUTION OF "LICENSE TO INSTALL ASPHALT AND USE FOR VEHICLE TURNAROUND WITH DON'S APPLIANCE AND TV OF MINNESOTA, INC.

WHEREAS, the City owns roadway right-of-way located along Old Minnesota Avenue; and

WHEREAS, Bruce, Linda, and Jeff Orth, (dba Don's Appliance and TV of Minnesota, Inc.) have developed property at 969 Old Minnesota Avenue; and

WHEREAS, the property owners requested permission to utilize the City owned right-of-way for parking and snow storage on the property; and

WHEREAS, the City has previously allowed use of City owned right-of-way under certain conditions; and

WHEREAS, staff recommends approval be provided for execution of the license agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby authorized to execute a "License To Install Asphalt and Use For Vehicle Turnaround" agreement with Jeff, Bruce, and Linda Orth dba Don's Appliance and TV of Minnesota, Inc.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of September, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator

**DON'S APPLIANCE AND TV
LICENSE FOR USE OF RIGHT-OF-WAY**

