

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

Regular Workshop Session of Monday, July 18, 2016
Library Meeting Room – 5:30 p.m.
601 South Washington Avenue

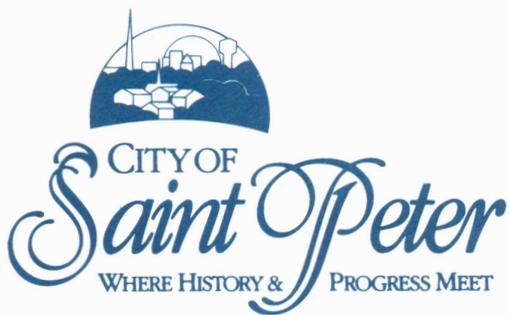
- I. **CALL TO ORDER**

- II. **DISCUSSION**
 - A. Southern Minnesota Initiative Foundation Presentation
 - B. SMMPA Presentation on Contract Amendment
 - C. Regional Economic Development Authority Agreement
 - D. Chicken Regulations
 - E. Goal Session Schedule
 - F. Others

- III. **ADJOURNMENT**

Office of the City Administrator
Todd Prafke

TP/bal



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/15/2016

FROM: Todd Prafke
City Administrator

RE: Southern Minnesota Initiative Foundation Presentation

ACTION/RECOMMENDATION

None needed. For your information and discussion.

BACKGROUND

Alissa from the Southern Minnesota Initiative Foundation (SMIF) will be at your meeting to discuss past and future initiatives that they are a part of and that impact your community.

For 30 years, Southern Minnesota Initiative Foundation has been making investments in the 20 counties of south central and southeastern Minnesota with a number of projects taking place in Saint Peter. Through generous donations and collaboration they have:

- Provide loans to businesses that create and support jobs.
- Award early childhood, economic development, and community grants to schools, governments, and nonprofit organizations.
- Build partnerships that lead to collaboration.
- Support and manage local community foundations.

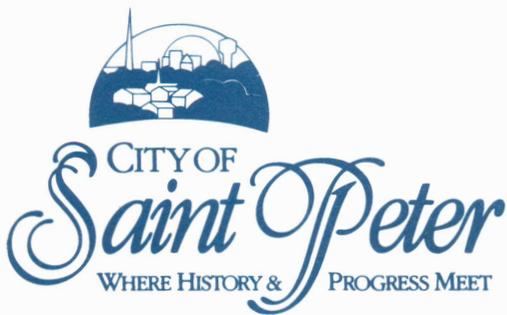
You have provided \$1000 to their efforts from Community Development Budget for the last decade or more.

The goal for this portion of your meeting is to hear their yearly update and continue our relationship.

You can read more about their work at <http://smifoundation.org/>

Please let me know if you have any concerns or questions.

TP/bal



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/15/2016

FROM: Todd Prafke
City Administrator

RE: SMMPA Agency Agreement Discussion

ACTION/RECOMMENDATION

None needed. For your information and discussion.

BACKGROUND

David Geschwind from SMMPA will be at your meeting to discuss upcoming activities of SMMPA related to amendments to the Agency Agreement and a solar initiative being discussed by the Solar Working Group of SMMPA.

The goal for this portion of your meeting is to get you up to date on these two important topics.

We have attached a copy of the proposed amendment, but since it has been a while since you were provided the SMMPA Annual Report and if you don't have the hard copy, this link will get you to it on the SMMPA web site. <http://www.smmpa.org/media/1662/smmpa2015web.pdf>

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

TP/bal

**AMENDMENT No. 1
to AGENCY AGREEMENT**

Amendment No. 1 dated _____, 2016 (“Amendment No. 1”) to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the “Agency”) which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the “Original Agency Agreement;” such Original Agency Agreement as amended by this Amendment No. 1 is hereinafter referred to as the “Agency Agreement”) between and among CITY OF AUSTIN, a city organized and existing under the laws of the State of Minnesota, CITY OF BLOOMING PRAIRIE, a city organized and existing under the laws of the State of Minnesota, CITY OF FAIRMONT, a city organized and existing under the laws of the State of Minnesota, CITY OF GRAND MARAIS, a city organized and existing under the laws of the State of Minnesota, CITY OF LAKE CITY, a city organized and existing under the laws of the State of Minnesota, CITY OF LITCHFIELD, a city organized and existing under the laws of the State of Minnesota, CITY OF MORA, a city organized and existing under the laws of the State of Minnesota, CITY OF NEW PRAGUE, a city organized and existing under the laws of the State of Minnesota, CITY OF NORTH BRANCH, a city organized and existing under the laws of the State of Minnesota, CITY OF OWATONNA, a city organized and existing under the laws of the State of Minnesota, CITY OF PRESTON, a city organized and existing under the laws of the State of Minnesota, CITY OF PRINCETON, a city organized and existing under the laws of the State of Minnesota, CITY OF REDWOOD FALLS, a city organized and existing under the laws of the State of Minnesota, CITY OF ROCHESTER, a city organized and existing under the laws of the State of Minnesota, CITY OF SAINT PETER, a city organized and existing under the laws of the State of Minnesota, CITY OF SPRING VALLEY, a city organized and existing under the laws of the State of Minnesota, CITY OF WASECA, a city organized and existing under the laws of the State of Minnesota, and CITY OF WELLS, a city organized under the laws of the State of Minnesota (herein referred to collectively as the “Cities”) and any and all Minnesota cities becoming parties to the Agency Agreement in accordance with its terms after the date hereof (said cities together with the Cities being herein collectively referred to as the “Members”). Capitalized terms not otherwise defined in this Amendment No. 1 shall be as defined in the Original Agency Agreement.

WITNESSETH:

WHEREAS, the Original Agency Agreement created the Agency pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (herein referred to as the “Act,” which term includes any amendment thereof); and

WHEREAS, each City is a Member of the Agency and is authorized either by the laws of the State of Minnesota or by its city charter adopted pursuant thereto to engage in the local distribution and sale of electric energy; and

WHEREAS, the Original Agency Agreement provides for the amendment thereof with the effectiveness of any amendment subject to certain conditions set forth in Section 9(L) of the Original Agency Agreement; and

WHEREAS, this Amendment No. 1 has been (a) approved by two-thirds of all of the Representatives, each casting one vote, (b) approved by the two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted voting formula

described in Section 9(C) of the Original Agency Agreement, (c) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members and (d) upon the filing with the Secretary of State as required by the Act of a certified copy of each such Resolution and this Amendment No. 1, this Amendment No. 1 shall be effective.

NOW, THEREFORE, each of the Cities and each of the Minnesota cities becoming a Member of the Agency after the date hereof, does hereby covenant and agree, each in consideration of the foregoing and in consideration of the covenants and agreements of the other; as follows:

Section 1. Purpose of Amendment No. 1. All of the Members of the Agency on the date hereof (except for the Cities of Austin and Rochester) have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the "Continuing Members"). The Cities of Austin and Rochester (the "Terminating Requirements Members") have power sales contracts with an initial term ending on March 31, 2030 (the "Initial PSC Termination Date"). The Continuing Members, together with, prior to the Initial PSC Termination Date, the Terminating Requirements Members, are referred to herein as the "Requirements Members." The Terminating Requirements Members may wish to remain Members of the Agency after the Initial PSC Termination Date and participate in contractual arrangements with the Agency other than on the basis of the contractual arrangements between the Agency and the Requirements Members. The Agency also wishes to plan for its future needs and may determine that it is beneficial for the Agency and its Members for the Agency to participate in such contractual arrangements with the Terminating Requirements Members which relate to interests in a specified project rather than on a requirements basis. In addition, it may be beneficial to the Agency and its Members and Minnesota cities becoming Members after the date hereof to offer contractual arrangements with such future Members which relate to interests in a specified project rather than on a requirements basis (the "Future Project Members" or the "Project Members;" and, on and after the Initial PSC Termination Date, together with the Terminating Requirements Members participating in Projects, the "Project Members"). Prior to entering into any such contractual arrangements, the Board of Directors of the Agency shall designate such property or interest therein or capacity thereof as a "Project" (the "Project") for purposes of this Amendment No. 1. This Amendment No. 1 shall be effective upon its filing with the Secretary of State as required by the Act together with a certified copy of the resolutions referred to in the last "WHEREAS" clause hereof. However, certain provisions of this Amendment No. 1 may not take effect until the occurrence of certain events as specified in this Amendment No. 1. In addition, certain provisions herein may not take effect until the Initial PSC Termination Date.

Section 2. Matters Requiring Members' Approval. A. On and after any Member becomes a Project Member, Requirements Members shall be entitled to vote as a Representative on the matters requiring approval by the Representatives pursuant to Section 9(B) of the Original Agency Agreement except as otherwise set forth in this Section 2.

B. On and after any Member becomes a Project Member, Project Members shall be entitled to vote as a Representative on matters requiring approval by the Representatives pursuant to clauses (5), (6), (7) and (8) of Section 9(B) of the Original Agency Agreement. On and after any Member becomes a Project Member, as to matters requiring approval of the Representatives pursuant to clauses (2), (3) and (4) of Section 9(B) of the Original Agency Agreement, Project Members shall be entitled to vote as a Representative on such matters requiring approval by the Representatives if such vote is in connection with a Project in which a Project Member has a pecuniary interest and matters relating to a Project shall be approved by the majority of the votes

cast by the Representatives with each Representative entitled to one vote. On and after any Member becomes a Project Member, decisions relating to the issuance of bonds or notes of the Agency relating to a Project shall be determined on the Project Committee level subject to ratification by the Board of Directors.

C. On and after any Member becomes a Project Member, no Project Member shall be counted as a Representative for purposes of a quorum with respect to any of the matters enumerated in this Section 2 other than with respect to those matters for which Project Members shall be entitled to vote as a Representative pursuant to clause B of this Section 2 and no Project Member shall be liable for any indebtedness incurred, assessments made and/or any other pecuniary liability in connection with any such matters other than with respect to pecuniary matters relating to the Project or Projects in which it participates.

D. On and after any Member becomes a Project Member, no Project Member shall be allocated a weighted vote pursuant to Section 9(C) of the Agency Agreement.

E. On and after the Initial PSC Termination Date, Members shall consist of either Project Members or Requirements Members.

Section 3. Committee Governing Actions Relating to Projects. A. On and after the effective date of this Amendment No. 1, the Agency's participation in a Project shall be administered by a Project Committee which shall be established by the Board of Directors or pursuant to contractual arrangements relating to a particular Project. Such matters shall include, but not be limited to the following and are subject to the provisions of Section 9(B) of the Agency Agreement:

- (1) the issuance of bonds or notes of the Agency secured by the revenues and funds from such Project;
- (2) the execution by the Agency of any contract relating to such Project (other than contractual arrangements between the Agency and such Project Members relating to the applicable Project); and
- (3) representation on any committees relating to joint ownership of the Project.

The Project Committee's actions shall be of no effect until ratified by the Board of Directors.

B. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular Project, a Project Committee shall consist of representatives of each of the Project Members participating in such Project and one representative for the Requirements Members. For purposes of clarity, for all purposes under this Section 3, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included within the category of Requirements Members and, after the Initial PSC Termination Date, each Terminating Requirements Member participating in a Project shall for all purposes be an individual Project Member. The representative of the Requirements Members shall be selected by a majority vote of the Member Representatives of such Requirements Members with each Member Representative entitled to one vote. Each Project Committee shall meet as necessary to discuss matters relating to the applicable Project. Unless otherwise specifically stated in the Bylaws or in

the contractual arrangements relating to a particular Project, a quorum exists at any meeting of a Project Committee when a majority of the members of the Project Committee are present and one of such members is the representative of the Requirements Members. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular project, if a quorum exists, a majority vote of the members of the Project Committee present and comprising the quorum, each exercising the number of votes allotted to such member in accordance with clause C below, shall be necessary to take any action.

C. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular Project, the number of votes that can be exercised by the members of the Project Committee shall be calculated as set forth in this clause C. The members of each Project Committee shall have an aggregate total amount of 100 votes. The allocation of such votes shall be based on percentage shares of the participants in the Project (as represented by the project percentages contained in the contractual arrangements between the Agency and the participants in such Project). For purposes of the foregoing, the Agency's percentage share in a Project shall be the percentage share of the Requirements Members. After the Initial PSC Termination Date, the Terminating Requirements Members shall each have its allocation of votes based on its percentage share of the Project and the Terminating Requirements Members shall each be a Project Member. Voting with respect to representatives of Project Members on the Project Committee shall be based on the total percentage shares of all Project Members in the Project. The number of votes on the Project Committee for each Project Member who is a member of the Project Committee shall be a number representing such Project Member's percentage share in the applicable Project calculated with respect to the aggregate total amount of 100 votes (by way of example, a 36.2% share in the applicable Project shall equal 36.2 votes out of the aggregate total of 100 votes). The total number of votes of the Requirements Members shall be a number equal to the total percentage share of the Agency in such Project calculated in the same manner as votes for each Project Member and shall be exercised by the representative of the Requirements Members on the Project Committee. Prior to any vote of representatives on the Project Committee on matters in connection with item (1) of clause A of this Section 3, the Requirements Members shall direct their representative on the Project Committee to cast the total number of votes of the Requirements Members on such matter or matters based on the results of a weighted vote on the question cast by the Member Representatives of such Requirements Members in accordance with Section 9(C) of the Original Agency Agreement. Any matters subject to such weighted vote shall be approved by a majority of weighted votes cast by the Member Representatives of the Requirements Members present. A quorum for purposes of such actions shall be that number of Member Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes capable of being cast by all Member Representatives of the Requirements Members.

D. Unless otherwise specified in the Bylaws or in the contractual arrangements relating to a particular Project, each Project Committee shall elect a chairperson who shall serve as the liaison between the Project Committee and the Agency staff. Unless otherwise specified herein, in the Bylaws or in the contractual arrangements relating to a particular Project, all procedural matters relating to meetings, notices of meetings, voting by proxy or determinations as to removal or replacement of a member of the Project Committee shall be determined by the applicable Project Committee.

Section 4. Amendments to Original Agency Agreement.

A. Clauses 2 and 3 of Section 9(A) of the Original Agency Agreement are hereby amended to read as follows on and after the Initial PSC Termination Date:

(2) No such city shall become a Member of the Agency until (a) its admission is approved at an annual or special meeting of the Representatives by the affirmative vote of two-thirds of all Representatives of the then existing Members, each casting one vote, and (b) such city deposits with the Board of Directors or agrees to deposit with the Board of Directors an amount equal to a share of the costs and expenses incurred by the Agency prior to the date of admission of such city as a member of the Agency, as determined by the vote of a majority of the Representatives of the then existing Members, each casting one vote; provided, however, with respect to a Future Project Member such costs and expenses shall include only costs and expenses relating to the Project in which such Future Project Member will participate.

(3) The Board of Directors shall by resolution determine whether admission is approved by the required majority of the Representatives and, if it so determines, shall file certified copies of its resolution and the Commission Resolution and the City Council Resolution with the Secretary of State.

B. The second paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after any Member becomes a Project Member:

Any Member may withdraw from the Agency upon the following conditions: (a) the Member or its Representative shall have filed with the Board of Directors and the Secretary of State a certified copy of a Commission Resolution and, if the City is one in which the Commission is not the body charged by law with the general control of the City's governmental affairs, a certified copy of a City Council Resolution expressing its desire to so withdraw, (b) if the Agency, prior to the filing of such Commission Resolution and City Council Resolution, shall have incurred any obligation payable from assessments in accordance with Section 9(I) hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Agency its pro rata portion of such obligation, determined in accordance with Section 9(I) hereof, and (c) (i) if any obligations of the Agency (other than obligations with respect to a Project) shall be outstanding at the time, no Member shall be permitted to withdraw from the Agency, if such withdrawal would reduce the number of Requirements Members remaining in the Municipal Power Agency to less than five (5) and (ii) if any obligations of the Agency incurred with respect to a Project shall be

outstanding at the time, Project Members participating in such Project shall not be permitted to withdraw.

C. The last paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

Any Member which has (a) defaulted under a contract with the Agency, or (b) failed to pay its assessments in accordance with Section 9(I) hereof, may be expelled from the Agency at an annual or special meeting of the Representatives by the affirmative vote of a majority of the Representatives (including the Representative or Representatives of the defaulting Member), each casting one vote. The expulsion of a Member from the Municipal Power Agency shall not affect any obligations under any contract between the expelled Member and the Municipal Power Agency.

D. Section 9(C) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

(C) Voting. Except as otherwise expressly provided in this Agency Agreement, each action at any meeting of the Representatives shall be taken by a majority of the votes cast on the question by the Representatives present, each exercising a number of votes allocated to the Member he or she represents as follows (referred to herein as a "weighted vote"):

(1) One vote for each full 5,000 megawatt hours of electric energy purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; plus

(2) One additional vote for each full megawatt of the peak amount of electric capacity purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; provided that

(3) If the votes allocated to any Member pursuant to clauses (1) and (2) would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members.

The allocation of votes to each Member shall be made in accordance with the formula outlined above as soon as practicable after the beginning of each Fiscal Year. The allocation shall be made by the Secretary of the Agency based upon a certificate of the Commission of the Member, and such allocation shall be verified by the Board of Directors. Each such allocation shall remain effective until such time as a new allocation is made for the next Fiscal Year.

In the case of a new Requirements Member or Terminating Requirements Member with a new or modified requirements power sales contract, weighted votes will be determined under clauses (1) and (2) above for the first partial and full year of the new or modified power sales contract based on that Member's load characteristics from the prior year and the energy and capacity amounts expected to be provided by the Agency in that first partial and full year of the new or modified contract.

E. The first sentence of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

Other than as set forth in Amendment No. 1 to the Original Agency Agreement, the powers of the Municipal Power Agency shall be exercised by the Board of Directors in which shall be vested all of the powers conferred on the Municipal Power Agency by the Act and this Agency Agreement other than those powers described in Section 9(B) hereof which shall require the approval of the Representatives.

F. Clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to add a sentence at the end of the first paragraph of such clause 3 to read as follows on or after any new or existing Member becomes a Project Member:

At no time shall the four Directors elected by the Representatives consist of more than two Project Members.

G. The second to last paragraph of clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

Directors who have been elected may be removed for cause at a special meeting of the Representatives called for that purpose by the affirmative vote of two-thirds of the Representatives, each casting one vote.

H. Section 9(H)(3) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

If the Municipal Power Agency shall be dissolved after payment of all of its indebtedness, all of its assets shall be distributed to its Members; provided, however, a Project Member shall be entitled only to a distribution of its proportionate share of the assets of the Project or Projects in which it is participating at the time of the dissolution.

I. The second paragraph of Section 9(I) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

The Board of Directors shall submit the proposed annual operating budget, together with a proposed schedule as assessment payment dates, to the Representatives at the annual meeting or at a special meeting called for that purpose. Subject to the provisions of Amendment No. 1, the annual operating budget may be adopted by a majority of the votes cast by the Representatives at such meeting, including any adjourned session thereof. Upon approval of the annual operating budget, the net amount of estimated expenditures therein in excess of the estimated revenues therein shall be deemed assessed against the Members. The amount assessed against each Member shall be in the same proportion as the Member's weighted vote bears to the aggregate amount of votes capable of being cast by all Members. For such purposes, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included in the weighted vote and the Terminating Requirements Members shall be assessed as Members as described in the foregoing sentence. Project Members shall be entitled to vote as Representatives on the annual operating budget to the extent permitted pursuant to clause B of Section 2 of Amendment No. 1. Assessments in connection with a particular Project shall be based on the percentage share of a Project participant in a particular Project calculated as set forth in clause C of Section 3 of Amendment No. 1. Upon the approval of the annual operating budget by the Representatives, the amount assessed against each Member shall become an obligation of the Member, enforceable, except as otherwise provided in this Section 9, as a contract right of the Agency. Such assessments shall be paid in accordance with the schedule prepared by the Board of Directors and submitted to the Representatives for their approval with the annual operating budget.

J. The first paragraph of Section 9(J) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

With respect to voting involving both Project Members and Requirements Members, a quorum for a meeting of the Representatives shall consist of a majority of the total number of Representatives. With respect to voting involving only Requirements Members, a quorum for a meeting of the Representatives is (i) a majority of the total number of Representatives of Requirements Members, and (ii) that number of Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes capable of being cast by all Representatives of Requirements Members.

K. Section 9(L) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

This Agency Agreement may only be amended at a regular or special meeting of the Representatives for which notice stating the purpose shall be given to each Representative and any such amendment shall only become effective when (i) approved by two-thirds of all of the Representatives, each casting one vote, (ii) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members, and (iii) when such amendment, together with certified copies of such Commission Resolutions and such City Council Resolutions are filed with the Secretary of State.

The Bylaws may only be amended by the affirmative vote of two-thirds of the Representatives present and voting at an annual or special meeting.

L. Section 9(M) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

This Agency Agreement may be terminated by the vote of two-thirds of the Representatives, each casting one vote, at a regular meeting or a meeting specially called for that purpose, but not until after all debts of the Municipal Power Agency have been paid; and only upon the approval of same by two-thirds of the Members, as evidenced by Commission Resolutions and City Council Resolutions filed with the Board of Directors. Thereafter, the Board of Directors shall liquidate the business of the Municipal Power Agency as expeditiously as possible, distribute the net proceeds to the Members in the ratio that the total assessments made against each of them bears to the sum of the total assessments made against all of them, and file notice of such termination, together with such Commission Resolutions and City Council Resolutions, with the Secretary of State.

IN WITNESS WHEREOF, the CITY OF AUSTIN, the CITY OF BLOOMING PRAIRIE, the CITY OF FAIRMONT, the CITY OF GRAND MARAIS, the CITY OF LAKE CITY, the CITY OF LITCHFIELD, the CITY OF MORA, the CITY OF NEW PRAGUE, the CITY OF NORTH BRANCH, the CITY OF OWATONNA, the CITY OF PRESTON, the CITY OF PRINCETON, the CITY OF REDWOOD FALLS, the CITY OF ROCHESTER, the CITY OF SAINT PETER, the CITY OF SPRING VALLEY, the CITY OF WASECA, and the CITY OF WELLS, have each caused this AMENDMENT NO. 1 to be executed and attested by a duly authorized officer, have each caused to be attached hereto the certified Resolution of its governing body, and the certified Resolution of its city council (or other body which is charged by law or its charter with the general control of such City's governmental affairs), and have caused this AMENDMENT NO. 1 to be filed with the Secretary of State of Minnesota, all as of the day and year first written above.

CITY OF AUSTIN

By _____
Mayor

By _____
President of Austin Utilities

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF BLOOMING PRAIRIE

By _____
Mayor

By _____
Chairman of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF FAIRMONT

By _____
Mayor

By _____
President of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF GRAND MARAIS

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF LAKE CITY

By _____
Mayor

By _____
Chairman of Utilities Board

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF LITCHFIELD

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF MORA

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF NEW PRAGUE

By _____
Mayor

By _____
Chairman of Water, Light, Power
and Building Commission

By _____
Representative

(Seal)
Attest:

By: _____
City Administrator

CITY OF NORTH BRANCH

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF OWATONNA

By _____
Mayor

By _____
President of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk-Treasurer

CITY OF PRESTON

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF PRINCETON

By _____
Mayor

By _____
[]

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF REDWOOD FALLS

By _____
Mayor

By _____
President of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
City Administrator-Clerk

CITY OF ROCHESTER

By _____
Mayor

By _____
President of Public Utilities Board

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF SAINT PETER

By _____
Mayor

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF SPRING VALLEY

By _____
Mayor

By _____
President of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF WASECA

By _____
Mayor

By _____
City Manager

By _____
Representative

(Seal)
Attest:
By: _____
City Clerk

CITY OF WELLS

By _____
Mayor

By _____
Chairman of Public Utilities Commission

By _____
Representative

(Seal)
Attest:
By: _____
Deputy City Clerk

**JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE**

**THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this “Agreement”)
is made and entered into this ____ day of _____ 2016, by and among Greater Mankato Growth,
Inc. and the governmental entities listed herein under the heading “Definition of Greater Mankato
Regional Marketplace” and who execute this Agreement (collectively “cities and counties” or in the
singular a “city or county”)**

WHAT WE AGREE TO

Purpose

It has become broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a “forum to strategically facilitate individual and regional assets and opportunities” for the purpose of business development and will enable us to enhance our future economic prosperity.

Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – to promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the economy, and providing employment in the Greater Mankato Regional Marketplace.
- **supportive** – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.

Definition of Greater Mankato Regional Marketplace

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as those communities immediately adjacent having a historical relationship.

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
- Nicollet County
- City of Eagle Lake
- City of Lake Crystal
- City of LeSueur
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

General Context and Parameters of the Parties Obligations

Greater Mankato Growth, Inc.'s (GMG) principal responsibility under this Agreement is to provide, marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties, including the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for expanding and locating private sector firms. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e. sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

The cities and counties are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer their individual economic development programs and initiatives, business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.

STRATEGIC FOCUS OF THE PARTIES

Objective & Strategic Areas

To retain and grow the economic base of the Greater Mankato Regional Marketplace.

- 1) **Business Retention**
To retain and expand the existing business base, and includes such activities as conducting regular business visits (i.e. Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.
- 2) **New Enterprise & Emerging Business Development**
To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).
- 3) **New Business Development**
To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

The Business Development Process

Expansion of existing businesses:

- 1) Substantive expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.
 - a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the parties, but at minimum will be kept informed by the applicable city or county.
 - b. If GMG is contacted by the business, GMG will first be an advocate and facilitator for expansion within the existing city or county and will coordinate with the city or county to assist with such.
 - c. If a business directly contacts a city or county in which it is not currently located, the contacted city or county will inform either the existing host city or county of the business as well as GMG.
- 2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other entities. (Note: consistent with the guiding principles of the parties contained in this Agreement, cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

Locating businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.

- 2) GMG will receive prospects resulting from its business development and marketing efforts and programs, as well as the Minnesota Department of Employment and Economic Development (DEED) or other development entities, and will inform the cities and counties of the specified development criteria of the potential new business. Those cities and counties will then have the opportunity to assemble a competitive proposal through a standardized and coordinated process to attract the business.

GMG and its staff shall serve as the primary point of contact in facilitating DEED, site selector, and other business location specialists. Staff will gather as much information and clarity as possible related to the development inquiry and its viability, in order to allow development response to be as thorough as possible.

- 3) At the time a city or county is selected by a business, the entity and business will discuss and finalize incentives and the locating of the business.

Economic Development Marketing, Communication and Program Services

GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications:
 - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: advertising, digital, social media, news releases, relationship marketing, special events and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.
 - GMG will continually redesign and retool its website to remain business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
 - GMG will maintain website interface and tools (e.g., Location One Information Systems – LOIS) designed to provide efficient means for each of the cities and counties, as well as other property owners and agents, to update their information on available properties on-line, thereby creating a comprehensive area-wide inventory. This information will be available on the Greater Mankato Growth web site and others (e.g., MN DEED website, MNCAR, etc.) providing greater visibility to site selectors and organizations who might consider building or expanding their business anywhere in our regional marketplace.
 - GMG will work with the cities, counties and other entities a part of or related to this agreement to establish links to GMG tools and resources.
- GMG will maintain copies of closed or pending project files or other mechanisms, enabling the cities and counties to be advised of the ongoing business development opportunities resulting from its economic development marketing and communications efforts.

- Program Services:
 - GMG will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities. These visits will be coordinated with the primary city or county in which the business is located.
 - GMG, in support of business development and with respect to the balance of membership offerings versus general economic development offerings, will continue to bring to the regional economic development strategy initiatives and programming that have a direct impact on the development of business. Such initiatives may include: assist with site readiness programs and/or initiatives; talent fulfillment work; improving connections to development resources (e.g., Higher Education); interaction and relationship with the Ag Business EpiCenter initiative; while not leading, being cognizant of and facilitating sharing on common community development elements (e.g. housing); and further development of an annual regional economic development summit.
- This Agreement and the development process apply to economic development and marketing services related to the primary economy including job creating service sector businesses. Consumer brick and mortar retail development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.
- GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE

Financial

The cities and counties agree to share in funding and payment of the economic development services described in this Agreement with Greater Mankato Growth, Inc. Accordingly, each City and County agrees to pay Greater Mankato Growth, Inc. on an annual basis, which shall be invoiced by Greater Mankato Growth, Inc., that amount set forth in Addendum 1 which describes the funding calculation/amounts).

Given the variance of services and activity relative to a municipalities size and role (city compared to county), a diversified per capita rate structure has evolved over time and shall be as follows going forward:

- \$4.38 / capita – City of Mankato
- \$2.19 / capita – all cities with a population greater than 2,000
- \$0.54 / capita – County (on total population) *

** Cities with a population of less than 2,000 are not apt to derive similar value or participate in the same fashion as those with a population exceeding 2,000 and having a direct investment of time and dollars. However, all participants in this Agreement acknowledge there may be specific instances identified where REDA services will be helpful to one of these cities, on an ad hoc basis when requested, and thereby the regional marketplace. As a result, County investments are calculated on total*

population to allow for such interaction and service (services will be coordinated with and as appropriate done in collaboration with Region Nine Development Commission). Additionally, all cities within a participating County will be (a) invited to participate in REDA's annual summit, and (b) will be included in the distribution of the monthly REDA Report upon request.

Governance

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director(s) with full voting rights and privileges. One (1) such ex-officio Director will be added for the first six (6) cities and counties, and two (2) ex-officio Directors added if there are seven (7) or more cities and counties.

Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- The Advisory Committee will select a Chair and Vice-Chair for meeting administration (since the City of Mankato has an ex-officio seat with full voting rights on the Greater Mankato Growth, Inc. Board of Directors, it shall not be considered for either of these positions).
- This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

"Staff" Operating Interaction

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate monthly meetings of the "economic development staff" of the cities and counties to discuss business prospects, share information on pending economic development projects, develop appropriate responses, and provide updates.

Term, Termination and Prior Agreements

The term of this Agreement shall commence on the 1st day of January 2017 and continue until the 31st day of December 2019. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one-year term, and any per capita fee increases will be mutually agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated January 1, 2013 – December 31, 2016.

Miscellaneous

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

Blue Earth County

Kip Bruender Date
Chair – Board of Commissioners

Robert W. Meyer Date
County Administrator

Nicollet County

Bruce Beatty Date
Chair – Board of Commissioners

Ryan Krosch Date
County Administrator

City of Eagle Lake

Tim Auringer Date
Mayor

Brad Potter Date
City Administrator

City of Lake Crystal

Brad Ahrenstorff Date
Mayor

Taylor Gronau Date
City Administrator

City of LeSueur

Robert Broeder Date
Mayor

Jenelle Teppen Date
City Administrator

Jurisdiction Name	Projected Population					Participation Fee							
	2014 Population	2004 Population	Annual Growth Rate	2015	2016	2017	2018	2019	2016 Fee	2017	2018	2019	2020
Blue Earth County	65620	58118	1.291%	66,467.04	67,325.01	68,194.05	69,074.32	69,965.95	\$35,934.63	\$36,355.50	\$36,824.79	\$37,300.13	\$37,781.61
Amboy city	531	554	-0.415%	528.80	526.60	524.41	522.24	520.07					
Eagle Lake city	2779	1974	4.078%	2,892.33	3,010.28	3,133.04	3,260.80	3,393.78	\$6,358.97	\$6,592.51	\$6,861.35	\$7,141.16	\$7,432.38
Good Thunder city	555	573	-0.314%	553.26	551.52	549.79	548.06	546.34					
Lake Crystal city	2546	2536	0.039%	2,547.00	2,548.01	2,549.01	2,550.02	2,551.02	\$5,563.42	\$5,580.14	\$5,582.34	\$5,584.54	\$5,586.74
Madison Lake city	1137	888	2.804%	1,168.88	1,201.66	1,235.35	1,269.99	1,305.60	\$2,566.88				
Mapleton city	1760	1659	0.609%	1,770.71	1,781.50	1,792.34	1,803.25	1,814.23					
Pemberton city	246	246	0.000%	246.00	246.00	246.00	246.00	246.00					
Saint Clair city	865	807	0.719%	871.22	877.48	883.78	890.14	896.53					
Skyline city	290	313	-0.735%	287.87	285.75	283.65	281.57	279.50					
Vernon Center city	323	342	-0.556%	321.21	319.42	317.65	315.88	314.13					
Mankato city	41202	34597	1.909%	41,988.60	42,790.21	43,607.13	44,439.65	45,288.05	\$183,994.66	\$187,421.13	\$190,999.23	\$194,645.65	\$198,361.68
Le Sueur County													
Le Sueur city	4073	4230	-0.371%	4,057.88	4,042.82	4,027.82	4,012.87	3,997.97	\$8,852.04	\$8,853.78	\$8,820.92	\$8,788.18	\$8,755.56
Kasota city	671	695	-0.345%	668.68	666.37	664.07	661.78	659.49					
Nicollet County	33350	31147	0.707%	33,585.88	33,823.43	34,062.66	34,303.58	34,546.21	\$18,114.02	\$18,264.65	\$18,393.84	\$18,523.94	\$18,654.95
Courtland city	619	569	0.879%	624.44	629.93	635.46	641.05	646.68					
Lafayette city	486	531	-0.847%	481.88	477.80	473.75	469.73	465.75					
Nicollet city	1116	967	1.541%	1,133.20	1,150.66	1,168.39	1,186.39	1,204.67					
Saint Peter city	11758	10401	1.305%	11,911.40	12,066.81	12,224.24	12,383.73	12,545.30	\$26,015.70	\$26,426.32	\$26,771.09	\$27,120.37	\$27,474.21
North Mankato city	13610	12489	0.898%	13,732.16	13,855.42	13,979.79	14,105.27	14,231.87	\$30,028.10	\$30,343.37	\$30,615.73	\$30,890.53	\$31,167.80
									\$317,428.42	\$319,837.40	\$324,869.29	\$329,994.50	\$335,214.93

Methodology

The most recent population estimates from the state demographer are utilized to have a baseline population for each of the jurisdictions. A 10 year annual average growth rate is used to project population growth. Participation fees are based up on the projected/estimated population for the prior year.

Example

As of today (May 2, 2016) the most currently available population estimate from the State Demographer is 2014 population estimates. For projecting 2017, 2018, 2019 and 2020 a growth rate is applied to the 2014 population. The 2017 participation fee is based upon the population in 2016.

Notes

State Demographer estimates are annually released in July each year for the previous year.

29

**JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE**

THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this "Agreement") is made and entered into this ___ day of _____ 2013, by and among Greater Mankato Growth, Inc. and the governmental entities listed herein under the heading "Definition of Greater Mankato Regional Marketplace" and who execute this Agreement (collectively "cities and counties" or in the singular a "city or county")

WHAT WE AGREE TO

Purpose

It has become broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a "forum to strategically facilitate individual and regional assets and opportunities" for the purpose of business development and will enable us to enhance our future economic prosperity.

Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – to promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment in the Greater Mankato Regional Marketplace.

- supportive – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.

Commented [JZ1]: Substantive Addition (1): adds what seemed to be a natural 6th principle and represents our actions.

Definition of Greater Mankato Regional Marketplace

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as ~~and~~ those communities immediately adjacent having a historical relationship.

Commented [JZ2]: Substantive Revision (2): this language was discussed and inserted to recognize those currently participating, while being cognizant of other previously expressed and future interests in joining. The "historical" reference grounds us in our original formation, while being deliberate about changes such should we collectively agree to "expand."

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
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- City of Eagle Lake
- City of Lake Crystal
- City of LeSueur
- ~~City of Madison Lake~~
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~~This Agreement and the development process apply to economic development and marketing services related to the primary/industrial economy including job creating service sector businesses. Consumer retail store and professional service sector development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. To this end GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses, implement dealers). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.~~

Commented [JZ3]: Note: this language moved to page 10 in Marketing, Communication and Program Services section.

STRATEGIC FOCUS OF THE PARTIES

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- 2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other entities. (Note: consistent with the guiding principles of the parties contained in this Agreement, cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

Commented [JZ4]: Substantive Revision & Addition (3): these revisions help clarify our internal rules of engaging and our responsibility to one another as regional partners, while we cannot control how business appears before any one of us, we are able to control our own responses, behaviors and interactions.

Locating businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.
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Commented [JZ5]: Substantive Revision (4): this single word change is intended to be sure all the participating entities are aware of ALL potential development opportunities, while also protecting GMG from inadvertently and wrongfully being seen as "directing" or "selecting" who gets to see what deal and respond

GMG and its staff shall serve as the primary point of contact in facilitating DEED, site selector, and other business location specialists. Staff will gather as much information and clarity as possible related to the development inquiry and its viability, in order to allow development response to be as thorough as possible.

- 3) At the time a city or county is selected by a business, the entity and business will discuss and finalize incentives and the locating of the business.

Commented [JZ6]: Substantive Addition (5): this language is intended to get at concern previously expressed, to do what GMG staff can to ensure development requests aren't sparse on details or too ambiguous

Economic Development Marketing, Communication and Program Services

GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications:
 - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: ~~advertising, internet, digital, social media, press, news~~ releases, relationship marketing, special events and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.

- GMG ~~has~~ will continually redesigned and retooled its website to be remain increasingly business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
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- GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

Commented [J27]: Substantive Revision (6): more than bringing current this language, it also better identifies some new areas where GMG can add value, as well as engage appropriately with related subjects not within its competency.

Commented [J28]: Substantive Revision (7): this language moved from page 4.5, attempts to define primary, and establish distinction with brick and mortar retail, but allowing for GMG's business intelligence and facilitation to support main street and brick and mortar retail development

FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE

Financial

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- \$2.19 / capita – all cities with a population greater than 2,000
- \$0.54 / capita – County (on total population)*

* Cities with a population of less than 2,000 are not apt to derive similar value or participate in the same fashion as those with a population exceeding 2,000 and having a direct investment of time and dollars. However, all participants in this Agreement acknowledge there may be specific instances identified where REDA services will be helpful to one of these cities, on an ad hoc basis when requested, and thereby the regional marketplace. As a result, County investments are calculated on total population to allow for such interaction and service (services will be coordinated with and as appropriate done in collaboration with Region Nine Development Commission). Additionally, all cities within a participating County will be (a) invited to participate in REDA's annual summit, and (b) will be included in the distribution of the monthly REDA Report upon request.

Commented [JZ9]: Substantive Revision (8): embedding the formula within the Agreement.

Governance

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director(s) with full voting rights and privileges. One (1) such ex-officio Director will be added for the first six (6) cities and counties, and two (2) ex-officio Directors added if there are seven (7) or more cities and counties.

Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- The Advisory Committee will select a Chair and Vice-Chair for meeting administration (since the City of Mankato has an ex-officio seat with full voting rights on the Greater Mankato Growth, Inc. Board of Directors, it shall not be considered for either of these positions).
- This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

Commented [JZ10]: Substantive Addition (9): this is transformational language to the Agreement: establishes a threshold at which value can be derived, but given the County's investment allows resources to be shared when helpful to all within the Greater Mankato Regional Marketplace.

"Staff" Operating Interaction

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate monthly meetings of the "economic development staff" of the cities and counties to discuss business prospects, share information on pending economic development projects, develop appropriate responses, and provide updates.

Term, Termination and Prior Agreements

The term of this Agreement shall commence on the 1st day of January ~~2013~~ 2017 and continue until the 31st day of December ~~2015~~ 2019. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one-year term, and any per capita fee increases will be mutually agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated ~~September 30, 2009 – December 31, 2012~~ January 1, 2013 – December 31, 2016.

Miscellaneous

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

Blue Earth County

Drew Campbell Kip Bruender Date Robert W. Meyer Date
Chair – Board of Commissioners County Administrator

Nicollet County

Bruce Beatty Date Ryan Krosch Date
Chair – Board of Commissioners County Administrator

City of Eagle Lake

Tim Auringer Date Sack Thongvanh Brad Potter Date
Mayor City Administrator

City of Lake Crystal

Brad Ahrenstorff Date Bob Hauge Taylor Gronau Date
Mayor City Administrator

City of LeSueur

Bob Oberle Robert Broeder Date Riek Almeh Jenelle Teppen Date
Mayor City Administrator

City of Madison Lake

Kenneth Reichel Date Kelly Steele Date
Mayor City Administrator

City of Mankato

Eric Anderson Date Patrick Hentges Date
Mayor City Manager

City of North Mankato

Mark Dehen Date
Mayor

John Harrenstein Date
City Administrator

City of Saint Peter

~~Timothy Strand~~ Chuck Ziemann Date
Mayor

Todd Prafke Date
City Administrator

Greater Mankato Growth, Inc.

Greg Kutcher/Todd Loosbrock Date
Chair – Board of Directors

Jonathan G. Zierdt Date
President & CEO

Jurisdiction Name	Projected Population					Participation Fee							
	2014 Population	2004 Population	Annual Growth Rate	2015	2016	2017	2018	2019	2016 Fee	2017	2018	2019	2020
Blue Earth County	65620	58118	1.291%	66,467.04	67,325.01	68,194.05	69,074.32	69,965.95	\$35,934.63	\$36,355.50	\$36,824.79	\$37,300.13	\$37,781.61
Amboy city	531	554	-0.415%	528.80	526.60	524.41	522.24	520.07					
Eagle Lake city	2779	1974	4.078%	2,892.33	3,010.28	3,133.04	3,260.80	3,393.78	\$6,358.97	\$6,592.51	\$6,861.35	\$7,141.16	\$7,432.38
Good Thunder city	555	573	-0.314%	553.26	551.52	549.79	548.06	546.34					
Lake Crystal city	2546	2536	0.039%	2,547.00	2,548.01	2,549.01	2,550.02	2,551.02	\$5,563.42	\$5,580.14	\$5,582.34	\$5,584.54	\$5,586.74
Madison Lake city	1137	888	2.804%	1,168.88	1,201.66	1,235.35	1,269.99	1,305.60	\$2,566.88				
Mapleton city	1760	1659	0.609%	1,770.71	1,781.50	1,792.34	1,803.25	1,814.23					
Pemberton city	246	246	0.000%	246.00	246.00	246.00	246.00	246.00					
Saint Clair city	865	807	0.719%	871.22	877.48	883.78	890.14	896.53					
Skyline city	290	313	-0.735%	287.87	285.75	283.65	281.57	279.50					
Vernon Center city	323	342	-0.556%	321.21	319.42	317.65	315.88	314.13					
Mankato city	41202	34597	1.909%	41,988.60	42,790.21	43,607.13	44,439.65	45,288.05	\$183,994.66	\$187,421.13	\$190,999.23	\$194,645.65	\$198,361.68
Le Sueur County													
Le Sueur city	4073	4230	-0.371%	4,057.88	4,042.82	4,027.82	4,012.87	3,997.97	\$8,852.04	\$8,853.78	\$8,820.92	\$8,788.18	\$8,755.56
Kasota city	671	695	-0.345%	668.68	666.37	664.07	661.78	659.49					
Nicollet County	33350	31147	0.707%	33,585.88	33,823.43	34,062.66	34,303.58	34,546.21	\$18,114.02	\$18,264.65	\$18,393.84	\$18,523.94	\$18,654.95
Courtland city	619	569	0.879%	624.44	629.93	635.46	641.05	646.68					
Lafayette city	486	531	-0.847%	481.88	477.80	473.75	469.73	465.75					
Nicollet city	1116	967	1.541%	1,133.20	1,150.66	1,168.39	1,186.39	1,204.67					
Saint Peter city	11758	10401	1.305%	11,911.40	12,066.81	12,224.24	12,383.73	12,545.30	\$26,015.70	\$26,426.32	\$26,771.09	\$27,120.37	\$27,474.21
North Mankato city	13610	12489	0.898%	13,732.16	13,855.42	13,979.79	14,105.27	14,231.87	\$30,028.10	\$30,343.37	\$30,615.73	\$30,890.53	\$31,167.80
									\$317,428.42	\$319,837.40	\$324,869.29	\$329,994.50	\$335,214.93

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Methodology

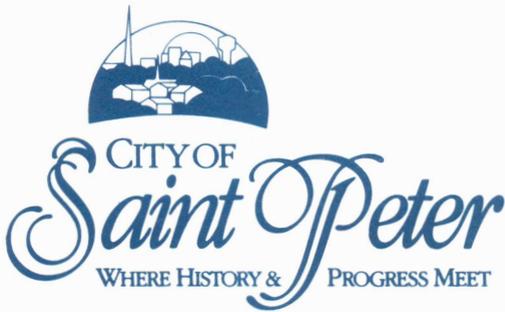
The most recent population estimates from the state demographer are utilized to have a baseline population for each of the jurisdictions. A 10 year annual average growth rate is used to project population growth. Participation fees are based up on the projected/estimated population for the prior year.

Example

As of today (May 2, 2016) the most currently available population estimate from the State Demographer is 2014 population estimates. For projecting 2017, 2018, 2019 and 2020 a growth rate is applied to the 2014 population. The 2017 participation fee is based upon the population in 2016.

Notes

State Demographer estimates are annually released in July each year for the previous year.



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/15/16

FROM: Todd Prafke
City Administrator

RE: Chicken Regulations

ACTION/RECOMMENDATION

None needed. For your review and ongoing discussion.

BACKGROUND

As per Council direction, staff has provided a redlined version of the Ordinance you discussed at your meeting on July 11th.

There were about 20 changes mentioned at your meeting. All of those changes but one have been incorporated into the draft included in this packet. The suggest change that has not been incorporated was in Section 8-248 and included additional wording related to "keeping and harboring without a permit" as found in the Rochester Ordinance. Your City Attorney and I believe that language is not needed in this section and is adequately covered in other areas of the draft. Some of the changes were modified from your discussion after my review and in the process of hoping to clarify and consolidate language. It was my hope to remain true to your intent, but in a cleaner way. It should be noted that this ordinance is not meant to supersede land use rules or private covenants on real estate.

In addition to the ordinance, there is a resolution drafted modifying the current fee schedule allowing a fee for this permit. I have suggested the annual permit fee be set at \$5 and the annual inspection fee at \$45. It is my hope this will cover the permitting and inspection cost, but since the number of permits is very difficult to predict, changes to this fee may be requested in the future. The Council typically reviews the fee schedule on a yearly basis.

It is my goal to help facilitate a discussion that leads to a Draft Ordinance that can be put before the Council for a vote, as you previously directed.

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

TP/bal

ORDINANCE NO. __, THIRD SERIES

**AN ORDINANCE AMENDING SAINT PETER CITY CODE CHAPTER 8 "ANIMALS",
ARTICLE IV "FARM, WILD, AND EXOTIC ANIMALS" AND ADOPTING BY REFERENCE
SAINT PETER CITY CODE CHAPTER 1 SECTION 1-6, WHICH, AMONG OTHER THINGS,
CONTAIN PENALTY PROVISIONS**

WHEREAS, the City Council has adopted a Code of ordinances; and

WHEREAS, the City Code does not currently allow for the keeping of chickens within the City limits; and

WHEREAS, City Council has discussed allowing chickens on private property under specific circumstances; and

WHEREAS, the City Code needs to be modified to allow for keeping of chickens within the corporate limits of the City of Saint Peter.

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

Section 1. Saint Peter City Code, Chapter 8 "Animals", Article IV "Farm, Wild, And Exotic Animals" is hereby modified as follows:

ARTICLE IV – FARM, WILD AND EXOTIC ANIMALS

Sec. 8-227. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animals.

- (1) The term "animals" includes farm animals and all other animals (wild or domestic), reptiles, game fish and feathered birds or fowl.
- (2) Exceptions:
 - (a) Dogs, cats, caged gerbils, guinea pigs, hamsters, canaries, parakeets, rabbits, nongame fish and chickens.
 - (b) Also excepted are ducks, geese and game fish in any publically owned body of water.

Farm animals mean cattle, horses, mules, sheep, goats, swine, ponies, ducks, geese, turkeys, guinea hens and honey bees.

Location means ~~—an individual property which has been assigned a Property Identification Number by Nicollet County.~~

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Sec. 8-228. Animals at Large.

It is unlawful for any person to permit domestic animals or fowls under his control to go upon the lands of another within the City.

Sec. 8-229. Keeping.

It is unlawful for any person to keep or harbor any animal, not in transit, except animals kept:

- (1) As part of a show licensed under this Code;
- (2) In a laboratory for scientific or experimental purposes;
- (3) In an animal hospital or clinic for treatment by a licensed veterinarian; or
- (4) In a municipal animal shelter.

Sec. 8-230. Housing.

It is unlawful for any person to keep any animal, dog, cat, nongame fish or caged gerbil, guinea pig, hamster, canary, rabbit, chicken or parakeet in any structure infested by vermin, flies or insects.

Sec. 8-231. Treatment.

It is unlawful for any person to treat any animal, dog, cat, nongame fish, caged gerbil, guinea pig, hamster, canary, rabbit, chicken or parakeet in a cruel or inhumane manner.

Sec. 8-232. Unlawful to keep animals, dogs, cats, rabbits for selling, trading, slaughtering purposes.

Except as otherwise provided in this Code, it is unlawful for any person to keep or harbor or allow the breeding of any animals for the purpose of operating a business to sell, trade, slaughter or give away for slaughter.

Sec. 8-233. Restraint or confinement.

It is unlawful for any person to suffer or permit an animal to run at large in the streets or public places, or to be herded or driven thereon unless each animal is confined by means of bridles, halters, ropes or other means of individual restraint.

Sec. 8-234. Trespasses.

It is unlawful for any person to herd, drive or ride any animal over and upon any grass, turf, boulevard, City park, cemetery, garden or lot without specific permission therefor from the owner.

Sec. 8-235. Compliance.

Owners and caretakers of chickens being kept within the corporate boundaries of the City on either a permanent or temporary basis are required to comply with the terms of this Chapter. For the purposes of this Article, the term "temporary basis" means a period of 30 days or longer.

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Sec. 8-236. Permit Required.

It is unlawful for any person to keep any chicken without a permit from the City.

Sec. 8-237. Permit Fees.

Permit fees shall be set by Resolution of the Council from time to time.

Sec. 8-238. Permit Time.

A permit shall be issued on an annual basis and shall expire on the 1st day of each ~~January~~ September.

Sec. 8-239. Permit Requirements.

- ~~(1) Applicant must demonstrate that the Applicant has constructed a chicken coop and run defined as a structure for housing and the movement of chickens made of a durable material wood or similar materials that provides shelter for the chickens from the elements.~~
- ~~(1)~~
- ~~(3) The Applicant must demonstrate that he has constructed a chicken run which is an enclosed outside structure for the purpose of keeping chickens.~~
- ~~(2) Coops and runs may only be constructed in a Rear Yard as defined in the Zoning Code.~~
- ~~(4) The chicken coop and chicken run must be screened from the view of neighbors at all times with a solid fence or landscape buffer with a minimum height of four (4) feet.~~
- ~~(3)~~
- ~~(5) Applicant must demonstrate that the chicken coop and chicken run are a minimum of 25 feet from any neighbor's residential structure, and from any property line.~~
- ~~(4)~~
- ~~(6) That the chicken coop and chicken run must be set back a minimum of seven (7) 25 feet from any property line.~~
- ~~(5)~~
- ~~(7) That the chicken coop and run must not exceed 120 total square feet must contain a minimum of 10 square feet per chicken and the building may be no taller than six (6) feet exterior measurement.~~
- ~~(8) That the Applicant must demonstrate that there is a run that does not exceed 20 square feet per chicken and does not exceed six (6) feet in height. The run must be covered.~~
- ~~(6)~~
- ~~(9) The chicken coop and run must be constructed to provide adequate ventilation or insulation to maintain a coop temperature of between 32-85 degrees fahrenheit.~~
- ~~(7)~~
- ~~(10) All coops and runs must be adequately constructed to prevent access by rodents.~~
- ~~(8)~~
- ~~(9) All chickens may not be housed in a residential house or in an attached or detached garage.~~
- ~~(10) All grain and food stored for the consumption of the chickens on the premises with a chicken permit shall be kept in a rodent-proof container.~~
- ~~(11) The Applicant must have primary residence and an ownership interest in the location for which they have requested a permit.~~

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(11) —

(12) — ~~All grain and food stored for the use of the hens on the premises with a chicken permit shall be kept in a rodent proof container.~~

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Sec. 8-240. Limitation on Number of Chickens.

No person shall keep or allow to be kept at any one location within the City more than ~~six~~ three (3) chickens.

Sec. 8-241. Sanitation.

The chicken owner shall be responsible for the sanitation of the chicken on the owner's property. All manure and feces must be kept in rodent and raccoon proof containers. Manure and feces shall not be placed in yard compost piles. The chickens must be kept in a healthy and sanitary manner free from odors. All dead chickens must be disposed of according to the Minnesota Board of Animal Health Rules which require chicken carcasses to be disposed of as soon as possible after death, usually within forty-eight (48) to seventy-two (72) hours. Legal forms of chicken carcass disposal include burial, off-sight incineration or rendering or placement in the regular municipal solid waste collection~~emptying~~.

Sec. 8-242. Sex Allowed.

Only female chickens shall be allowed.

Sec. 8-243. Slaughtering.

Slaughtering of chickens on the property is prohibited.

Sec. 8-244. Cock-Fighting.

Chickens must not be raised or kept with the purpose of fighting.

Sec. 8-245. Inspection.

An initial inspection of the property, coop and run is required before a permit can be issued. A similar inspection is required for permit renewals. The chicken coop and run may be inspected at any reasonable time by the City or its authorized agent.

Sec. 8-246. Private Restrictions or Covenants on Property.

Private Restrictions or Covenants on the use property shall remain enforceable. These include, but not limited to, deed restrictions, condominium master deed restrictions, neighborhood association by-laws, covenants, and declarations. A permit shall not be issued to a person whose premises are subject to private restrictions or covenants that prohibit the keeping of chickens. Interpretation and enforcement of private restrictions is a sole responsibility of the private parties involved.

Sec. 8-247. Revocation.

The City may deny or revoke any permit application or renewal if it deems the applicant:

- (1) Is unwilling or unable to fulfill the provisions of the Ordinance;
- (2) Fails to comply with the provisions of the Ordinance;
- (3) Submits inaccurate or incomplete license information;
- (4) Fails to meet the conditions of the permit;
- (5) Is creating a nuisance; or
- (6) Is endangering the public health and safety.

Sec. 8-248. Violation – Petty Misdemeanor.

Any violation of this Section shall be considered punishable as a Petty Misdemeanor.

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 XX11th day of XXXXXJuly, 2016.

ATTEST:

Todd Prafke

City Administrator

Charles Ziemann

Mayor

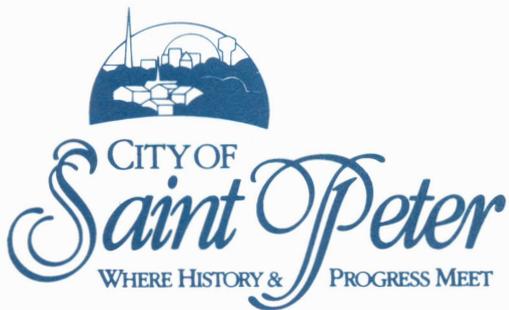
The foregoing Ordinance was adopted by the following votes:

Ayes:

Nays:

Absent:

Published in the *Saint Peter Herald* on _____, 2016.



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/14/2016

FROM: Todd Prafke
City Administrator

RE: Goal Session Dates

ACTION/RECOMMENDATION

None needed. For your information and discussion.

BACKGROUND

The Council, in the last year or so, has set Goal Session dates on the 5th Mondays of months when that occurs. Generally that has seemed to work well. My goal for this discussion is to get the next two Goal Session dates set.

The next 5th Monday is on August 29th. After that, the next one is October 31st which may be problematic due to family commitments on that day for many of you. Typically we have tried to have one in December but as you may note there is no 5th Monday in December. January of 2017 does have a 5th Monday.

I am not sure what to tell you about that December/January time line. It is at the pleasure of the Council to set the date meeting but my suggestion is to hold off until October to decide your end of the 2016 start of 2017 need for a Goal Session.

Again my hope is to get the next two Goal Session dates confirmed and on all of our calendars.

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

TP/bal