CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING

Regular Workshop Session of Monday, May 15, 2017
Saint Peter Room – 5:30 p.m.
Saint Peter Community Center, 600 South Fifth Street

I. CALL TO ORDER

II. DISCUSSION
   A. Veterans Memorial Statue
   B. Gustavus Class Project Presentation – Public Discourse
   C. Solar Subscription Program Update

III. ADJOURNMENT

***PLEASE NOTE LOCATION OF THIS WORKSHOP***
TO: Honorable Mayor Zieman
Members of the City Council

FROM: Todd Prafke
City Administrator

RE: Veterans' Memorial Public Art

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

As members may recall you provided approval for a Veteran's Memorial to be placed in the northeast corner of Minnesota Square Park (the corner of South Minnesota Avenue and College Avenue). A significant portion of the Memorial includes a piece of public art. Your development agreement with the organizers stipulates that the Council has final say on the selection of the artist and statue design.

Bob Lambert, one of the primary organizers of this effort, has been at previous workshops along with other members of the group to provide updates related to the design and fundraising for this effort. At your last workshop on this issue Mr. Lambert reported on progress regarding the approved process for selection of the statue which is meant to represent "peace and freedom". The Committee that was established based on the agreed to process is recommending an artist and statue design.

We have included some additional information and a few photos I took of the designs. All of the designs that were received by the selection committee will be available at the workshop for your review and discussion.

My goal for the workshop is to put you in a position to take action to select an artist and design at a future Council meeting.

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

TP/bal
TO: Honorable Mayor Zieman  
    Members of the City Council  
FROM: Todd Prafke  
    City Administrator  
RE: Veterans Memorial Update  

ACTION/RECOMMENDATION  
None needed. For your information and discussion only.  

BACKGROUND  
As members may recall you provided approval for a Veteran's Memorial to be placed in the northeast corner of Minnesota Square Park (the corner of South Minnesota Avenue and College Avenue). Bob Lambert, one of the primary organizers of this effort, will be at your workshop to provide an update as the group closes in on its' fundraising and design goals.  
The process for completion of this includes a formal, written, Development Agreement that provides clarity on a number of issues including the final design, general time frame, maintenance funding and rules for the placement of names into the future. The memo used as the basis for providing your approval is also attached.  
Please also know that the memorial development team has discussed the plans with your staff a number of times to help ensure stormwater, sidewalk, electric and other site issues are well handled. We are confident that the design will meet those needs.  
My goal for your workshop on Monday evening is to review the proposed development agreement and allow Mr. Lambert to show and discuss the 95% plus design, outline their plan thus far on the "Freedom and Peace" statue, and give an update on funding. I anticipate formal action on the Development Agreement at your December 12th meeting.  
A copy of the plans are attached and I know they are small (for ease of insertion in packet and on Web site) but a larger version will be available and will be placed on your meeting table as the project is reviewed.  
Please feel free to contact me if you have any questions or concerns on this agenda item.  
TP/bal
TO: Todd Praflke
City Administrator

FROM: Pete Moulton
Public Works Director

RE: Veteran's Memorial Design

ACTION/RECOMMENDATION

None needed. For your information and discussion.

BACKGROUND

The City Council requested the Veterans Memorial plan, the location of which was previously approved to be in the northeast corner of Minnesota Square Park, be reviewed and vetted by the Parks and Recreation Advisory Board. At the January 20, 2015 Parks Board meeting, members of Saint Peter Area Veterans Memorial Association (SPAVMA) presented their proposal based on the six (6) principles and sixteen (16) criteria previously outlined by the City Council.

Design of the memorial, freedom statue, service and honor walls design, and an inclusion policy for adding names to the walls were presented. The plan attempts to address each principle criteria requested by the City Council and while the design comes close to accomplishing the goals; it does not meet four of the criteria.

The Parks Board recommends approval of the overall plan. This memo outlines the basis for that and explains why a deviation from the criteria should be allowed.

1. Height restriction of 48 inches: The Service Walls start at 36" in height at their outside ends, and rise to 72" at the center, and the Honor Wall is 72". In order to meet some of the criteria (of keeping the plan within a relatively small footprint, providing a place where people would feel drawn in to the site, and providing a place where people could "commune"), the Board felt it was necessary to create a quiet, reflective place to honor those who were either killed in action or who are missing in action. The memorial also needed to have a wall large enough to accommodate "names you could touch" year round as opposed to brick pavers. The Service Wall accommodates the names of those who have served from the Indian Wars through current and future wars. The Honor Wall provides a place to honor those who have given their life from the Indian Wars through current and future wars. Each Service Wall will accommodate approximately 900 names
on the "inside" wall facing the statue. An additional 900 names could be accommodated on the outside of each Service Wall.

The Parks Board believes the proposal is appropriate and that this could not be accomplished with 48" walls. The goal is to get close to 2000 names on the Service Walls during the first two years of fund raising. 72" walls will make this possible.

2. Sidewalk connection to the pavilion: The criteria requiring the Veterans Memorial Committee to construct a sidewalk to the pavilion is not being proposed with this memorial design for several reasons:

   • The Parks Board does not believe it should be the responsibility of the citizens raising funds for a memorial to also pay for park sidewalks beyond the project. The estimated cost for this project will be approximately $600,000 without paying for any sidewalks or maintenance fund.

   • Whenever the park pavilion is renovated, a significant portion of the park will be under construction. At that time sidewalks and utilities throughout the park will most likely be replaced as well. We believe that this project may likely occur prior to the pavilion renovation and any sidewalk serving the pavilion would likely, at least partially, be removed.

   • When the park pavilion project is initiated the Council may use funds the SPAVMA has provided for a perpetual fund for the construction of a sidewalk if it deems that is an appropriate use of those funds at that time.

The Parks Board recommends that the sidewalk connections should be a part of the future pavilion project. Since connection at this time may be premature, the money would be better spent if completed at a later date.

3. No vertical elements within 20 foot setback: The proposed Memorial sign is a vertical structure that is proposed to be just outside the 20 foot setback and outside the 25 foot sight line triangle. The sign is 30 inches in height and is incorporated within the landscape in the same location where a boulder has been placed within the park.

The Parks Board has reviewed the sign location and height and the submitted drawing meets the intent of the Parks Master plan.

4. 3600 square feet in size: The square footage of the proposed plan does exceed the 3600 square feet by approximately 200 square feet. By requiring all vertical structures to be set back 20 feet from the back of the sidewalk, the area within the setback adds approximately 2800 square feet that cannot be utilized for the structure and is not considered within the square footage limitation.

The Parks Board has reviewed the design and feels that 3800 square feet is appropriate for the design and location within Minnesota Square Park.
Lighting on the walls is proposed to be LED lighting from light bars recessed under a cap on the wall. This would cast a soft light downward on the names on the Service Wall and the names and faces on the Honor Wall. The flags and the statue would have lighting cast upward. The effect would be subdued and appropriate for a place of honor and reflection.

The Chair of the Parks Board plans to be in attendance at the workshop on Monday evening to provide additional insight about the thoughts of the Board and its deliberations.

The Parks and Recreation Board has reviewed the request from the SPAVMA and find the submitted and corrected plan to meet the intent of the "principles and criteria" as supplied by the City Council and that the areas of variation are deemed to be acceptable as submitted and discussed.

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

PM/amg
Memorandum

TO: Park and Recreation Board Members  DATE: 9/16/2014
FROM: Todd Praefke  City Administrator
RE: Veteran's Memorial

ACTION/REcommendation

For your use, as directed by the Council, in review of the Saint Peter Veteran's Memorial submittals. The submittals should include site plan, sketch plan, rules for placement of names and a maintenance plan which includes funding.

BACKGROUND

Parks Board members may know of the many discussions held by the City Council on this issue. The intent of this memo is to provide general direction and a framework for your review of the proposed memorial to be located at the corner of South Minnesota Avenue and West College Avenue in the northeast corner of Minnesota Square Park.

This issue is particularly emotional for many and justifiably so. While we are not discussing Veterans and their valued service, we are discussing something that represents their efforts, commitments, and sacrifice. It can be very hard to separate the two.

Maybe this quote can serve as a bit of inspiration for this overall thought. (This is not a suggestion for use; just a quote that I think gets to the point well.)

"The soldier above all others prays for peace, for it is the soldier who must suffer and bear the deepest wounds and scars of war."

Douglas MacArthur

The Council's established goal, because the location is in a City park, is to give the Parks Board and the Veterans Memorial Committee both imagery and some practical guidance on what the Council wishes to see. The Board should review the application based on the principles and criteria listed below, make suggestions as needed, and provide a recommendation to the Council related to approval of the final design, rules and policies including maintenance.

Principles:

"Freedom and Peace" (used by me) as compared to "Liberty and Freedom" used by the Veterans Memorial Chair in his comments from their visit to the City Council in mid-August. The concept of Freedom and Peace is highly suggested as it represents what we as a people want...
to see and have. It is well worded by MacArthur in the quote used above. The Veterans Committee does not want to glorify war; rather they hope to provide recognition to those who served for these two purposes - Freedom and Peace. Additionally, this brings home the overarching thought that any local memorial is about people and not about branches of service, the materials of conflict or the organizations or war.

Subdued (used by both the Veterans Memorial Committee Chair and I at the August Council Workshop) - This means that we should avoid the feel of a roadside attraction. It should be reverent and not a place where we just stop to stretch our legs, let the kids out of the car, or maybe eat a bite. We recognize that war is a critical place in the service experience of many Veterans. War is a highly emotional topic. Reactions to war range from pride to patriotism to grief to frustration to fear. All of these are deeply personal, acceptable reactions and as such a Veteran's memorial needs to provide opportunity for all to honor in the way that is most meaningful to the visitor.

Human Scale - This is meant to describe that it is not tall or wide or monolithic. One of the predominate things I hear repeatedly about the Vietnam Veterans Memorial’s powerful impact is that visitors can touch each and every name. There is something about the sense of touch that is powerful for us. I believe that failing to make each name “touchable” or “traceable” would diminish any monument’s ability to be personal and intimate. It is that intimate experience we seek when we look to commune with others in a way that the term “memorial” suggests.

“Simple” - We may not need tremendous imagery, pictures, visual reminders, or structures representing war or people. We each have our own imagery stored away for our own use that will be brought out as we interact with the memorial. We store the picture of our brother, father or sister within us. That image, shown as we want, as we want to see it, and the opportunity to not be told how to see it, should be preserved. If you close your eyes and see them, that is all the image that is needed. Beyond that we should strive to allow for simplicity of location and design so as to not take away from each user opportunity to see what they want to see. I would also offer that a memorial is not really for those that have gone before us. It is really for us, for each of us who are still here, and we don’t really need to be told how we should see things. This memorial is a framework for the experience of communing with others both here and those we still carry within us.

“Focus on Individuals” - This means that the highlight should be about our local service men and women rather than the materials or organization of conflict. They have their own places where those very important institutions are recognized. Our goal should be to recognize our friends, family and neighbors who served. They should not be overshadowed by these other things. The memorial should be inward-looking towards the park, in keeping with its emphasis on locals honoring locals and the important use as part of Memorial Day, Fourth of July and Veteran’s Day celebrations.

“Accessible” (used by both the Committee and me at various times throughout the discussion) Certainly this memorial should be Americans with Disabilities Act (ADA) compliant, but this thought also goes to it being open all the time, if illuminated only in a way that allows for use, not in a way like a billboard is illuminated. If there is to be a lit focal point, maybe it is the flag or any central art or statue that is put in place. All parts of the memorial can be used by all people, possibly incorporated into the current sidewalk and certainly attached to the current sidewalk so anyone can pass through it. Lastly, this refers to some of the other terms used such as “touchable”. This should be a place that is not, figuratively speaking, behind a fence or in a
glass case. It needs to be designed in a way that allows for more than viewing. It must be alive and experiential in nature. You must feel something when you pass through it.

Specific Criteria:

- Located at the corner of South Minnesota Avenue and West College Avenue in the northeast corner of Minnesota Square Park.
- 3600 square feet in size excluding sidewalk.
- Height restriction of 48 inches, excepting flag or art (statue).
- Materials that can last for 100 years so rock, stone, and metal that is resistant to corrosion.
- Only three flags allowed - American, State and POW MIA.
- Lighting to be ground based or illuminating names, but subdued and recessed. Up lighting for flags.
- Only allowing the location name such as Veterans Memorial to have letters that are larger in size/font than the names plates. No larger than 12 inch letters for location signage lettering.
- No materials of war such as guns or tanks or planes.
- Name plates may use branch of service emblems, religious affiliation.
- Sidewalk to pavilion.
- Connectivity to both boulevard sidewalks (no trees out down for sidewalk) or a single connection sidewalk could be placed in corner
- Maintenance fund provided that provides for ongoing maintenance to be done by City staff.
- Places to sit for contemplation
- No vertical elements within the set back (25 feet)
- Statue (if included) and base <10 ft. and a public competition for its design
- Current flag in Minnesota Square be eliminated and this location to meet that need in the future.

It is the role of the Board to receive the application and information described above. The Board should review the application based on the Principles and Criteria listed, make suggestions as needed and provide a recommendation to the Council related to approval of the final design, rules and policies.

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

TP/bal
CITY OF SAINT PETER, MINNESOTA
RESOLUTION NO. 2015 -

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

RESOLUTION APPROVING DESIGN OF VETERAN'S MEMORIAL IN MINNESOTA SQUARE PARK

WHEREAS, the City Council has authorized construction of a Veteran's Memorial in Minnesota Square Park under certain conditions; and

WHEREAS, the City Council directed the City's Parks and Recreation Advisory Board to work with the Veteran's Committee members to ensure the conditions are met in the proposed design; and

WHEREAS, the Parks Board considered the proposed design as well as the variations from the stated conditions and recommends approval of the design as proposed.

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

1. The design for the Veteran's Memorial in Minnesota Square Park is hereby approved as submitted and recommended by the Parks and Recreation Advisory Board.

2. Staff is directed to prepare a development agreement for construction of the Memorial; finalization of processes and policies, and transfer of ownership to the City of Saint Peter.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 23rd day of March, 2015.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator
DEVELOPMENT AGREEMENT

BY AND BETWEEN THE

CITY OF SAINT PETER

AND

SAINT PETER VETERANS MEMORIAL COMMITTEE

December 12, 2016
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of this 12th day of December, 2016, by and between the City of Saint Peter (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and the Saint Peter Veteran's Memorial Committee a 501c3 entity (the "Developer").

WITNESSETH:

WHEREAS, the City has determined that there exists a community interest and benefit to grant use of City owned park land for the placement, construction of and establishment of a Veteran's Memorial that honors local members of the United States Armed Services and promotes the values of Peace and Freedom; and

WHEREAS, the City Council of the City has had opportunity to establish criteria for the use of the park land; and

WHEREAS the City Council has reviewed the plans and specification of the proposed Veteran's Memorial; and

WHEREAS, it is hereby found and determined that the benefits to the City from the use of park land for this purpose will be a community asset.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

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

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

City means the City of Saint Peter, Minnesota.

County means Nicollet County, Minnesota.

Developer means Saint Peter Veteran's Memorial Committee a 501c3 entity in the State of Minnesota.

Development Property means the real property legally described as "Lot Minnesota Square Park Subdivision cd 19412 Subdivision name Amended Plat".

Project means the construction of a structure memorializing veterans, their service and proclaiming the value of Peace and Freedom for which, the plans and specifications of the Project are attached as Exhibit A of this Agreement.
Site Improvements means including but not limited to grading, excavation, footings and foundations, pavement, masonry, landscaping, demolition and construction undertaken upon the Development Property.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

1. The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

2. The City shall establish a designated Agency Fund named “Veterans Memorial Fund”. Monies in that fund shall be solely used for maintenance, repair and the placement of names in or on the Memorial. In addition, the City Council will establish a fee for the placement of names in or on the Memorial. Those funds will be placed in the Veterans Memorial Fund.

3. The City of Saint Peter will accept ownership of the project upon its completion according to the specifications and plans attached as Exhibit A. The City will provide electricity for lighting, maintenance, repair, insurance and shall establish the process for placement of names in or on the Memorial.

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

1. The Developer has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

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

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

4. The Developer will cooperate with the City with respect to any project litigation commenced prior to the City accepting the project.

5. The Developer will cooperate with the City and its direction in resolution of any traffic, parking, trash removal, park use or public safety problems which may arise in connection with the construction and operation of the Project.

6. The construction of the Project will commence on or before May 1, 2017 and, barring unavoidable delays, the Project will be substantially completed by August
1, 2017 with the exception of the Statue as identified on the plan in Exhibit A as Peace and Freedom Statue which will be completed prior to August 1, 2018.

7. The selection of the Statue design will be done through a process that allows for input and approval of the City Council or its designees.

8. The Developer shall supply a list of rules that describe the criteria for name placement in or on the memorial. The list of rules, will be the basis for establishing the City process for the placement of names in or on the Memorial and is attached as Exhibit B.

9. The Developer shall place $5,000 into the Veterans Memorial Fund a minimum of 5 days prior to the start of construction.

10. The Developer understands that the land on which the Memorial will be built is owned wholly by the City of Saint Peter and will not be transferred to the Developer nor shall the Developer receive any ownership interest in the property during or as a part of the construction of the project.

11. The Developer will transfer ownership of the Project to the City upon written notice by the City. Notice may be provided for any reason and at any time.

ARTICLE III
UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements and Legal and Administrative Expenses. The parties agree that the costs of the installation of the Site Improvements are essential to the successful completion of the Project. All cost shall be paid by the Developer. City shall have no costs associated with the development or construction of the project.

Section 3.2 Building Permit and Utility Access Fee Waiver. The Developer shall be required to obtain any required permits from the City as per the City Code. The City shall waive payment of charges and fees associated with securing the required City permits.

Section 3.3 Additional Conditions of Construction. The Developer or its contractor shall be required to maintain a Performance Bond in an amount of the estimated project cost and a Certificate of Insurance naming the City and its Agents as additional insured. The Certificate of Insurance shall provide for a minimum of $1,500,000 in liability insurance plus workers compensation. The Developer shall ensure that no Mechanic's Liens or liens of any other type are filed against the City property or the project. All volunteer labor or "in kind" labor shall be provided to the Developer and shall not be supervised by the City. Workers shall work for the Developer or its contractors and shall not be employees or volunteers of the City.
ARTICLE IV
EVENTS OF DEFAULT

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

1. Failure of the Developer to timely pay any contractors or material providers.

2. Failure of the Developer to cause the installation of the Project to be completed pursuant to the terms, condition and limitation of this Agreement and its exhibits and timelines.

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

Section 4.2 Remedies of Default. Whenever any Event of a Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after giving thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure or cause to cure said Event of Default. If the Event of Default has not been cured or reasonable steps have not taken to cause the Event of Default to be cured within said thirty (30) days:

1. The City may suspend construction and revoke permits under this Agreement until it receives assurance from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

2. The City may cancel and rescind the Agreement.

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

Section 4.3 Default by City. If the City fails to perform any obligation, agreement or covenant of the City as described herein, or breaches any representation or warranty made by the City herein, the Developer, after giving thirty (30) days written notice to the City citing with specificity the item or items of default and notifying the City that it has thirty (30) days within which to cure or cause to cure such default, may take any action, including legal action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or
shall be construed to be a waiver thereof, but any such right and power may be exercised from
time to time and as often as may be deemed expedient.

Section 4.5 No Implied Waiver. In the event that any agreement contained in this Agreement
should be breached by any party and thereafter waived by any other party, such waiver shall be
limited to the particular breach so waived and shall not be deemed to waive any other
concurrent, previous or subsequent breach hereunder.

ARTICLE V
ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns
and every successor in interest to the Development Property, or any part thereof, that the
Developer and such successors and assigns shall not operate the Project in violation of any
permitted use as defined by the Saint Peter Zoning Ordinance.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City
shall have any financial interest, direct or indirect, in this Agreement, the Development Property
or the Project, or any contract, agreement or other transaction contemplated to occur or be
undertaken hereunder or with respect thereto, nor shall any such member of the governing body
or other official participate in any decision relating to the Agreement which affects his or her
personal interests or the interests of any corporation, partnership or association in which he or
she is directly or indirectly interested. No member, official or employee of the City shall be
personally liable to the City in the event of any default or breach by the Developer or heir or on
any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and
sections of the Agreement are inserted for convenience of reference only and shall be
disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement,
a notice, demand or other communication under this Agreement by any party to any other shall
be sufficiently given or delivered if it is dispatched by registered or certified mail, postage
prepaid, return receipt requested, or delivered personally and

1. In the case of the Developer it is addressed to or delivered personally to:

   Robert Lambert, President
   Saint Peter Area Veterans memorial Committee
   36233 Fort Road
   Saint Peter MN 56082

2. In the case of the City is addressed to or delivered personally to:

   City of Saint Peter
   ATTN: City Administrator
   227 South Front Street
   Saint Peter, MN 56082
Or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7 Laws Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

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

CITY OF SAINT PETER

By

Charles Zieman
Mayor

By

Todd Prafke
City Administrator

STATE OF MINNESOTA) ) SS
COUNTY OF NICOLLET)

This instrument was acknowledged before me on this the 13th day of December, 2016 by Charles Zieman and Todd Prafke, known to me to be the Mayor and City Administrator of the City of Saint Peter, Nicollet County, Minnesota.

BARBARA A LUKER
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1/31/2020

SAINT PETER AREA VETERANS MEMORIAL COMMITTEE

By

Robert Lambert
Print Name: Robert
Its: President

STATE OF MINNESOTA) ) SS
COUNTY OF NICOLLET)

This instrument was acknowledged before me on this the 10th day of January 2017 by Robert Lambert, known to me to be the President of Saint Peter Area Veterans Memorial Committee.

BARBARA A LUKER
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1/31/2020

17
EXHIBIT A

PROJECT
EXHIBIT B
RULES FOR PLACEMENT OF NAMES ON VETERANS MEMORIAL

The rules for placement of names on the Saint Peter Area Veterans Memorial are listed on each application form. They include the following:

1. SERVICE WALL

Anyone, living or deceased, who has served in the United States Military and has received an honorable discharge, or who is currently serving, is eligible to have his or her name placed on the Service Wall. Veterans included on the Memorial Service Wall do not need to be from the Saint Peter area. The name, rank, Branch of Service, and either the conflict or years of service will be listed on the wall.

2. HONOR WALL

Anyone who died while serving their country during a time of war is eligible to have his or her name placed on the Honor Wall. The Wall will include a photograph of the service member (if available), their name and rank, the war they served, date of death, and family left behind. (Amount of information must fit within the designated space. See application form.) There is no charge for service members meeting the following:

- Killed in Action (KIA) Missing in Action (MIA) or Died of Non-Combat Injuries (DNC)
- Must have resided within approximately 10 miles of Saint Peter prior to entry into the service, or their family resided in Saint Peter area at the time of their death

Anyone wishing to place someone on the Honor Wall who does not meet the residency requirement may do so at a cost of $500 or whatever amount is set that meets the cost to the City.
SAINT PETER AREA
VETERANS MEMORIAL
SAINT PETER, MINNESOTA

ABBREVIATIONS

VICINITY MAP

PROPOSED MEMORIAL

MATERIAL GRAPHICS

SYMBOL ANNOTATION

Oleson + Hobbie Architects, LLC

Architect

Civil Engineer

Structural Engineer

Electrical Engineer

SEH INC.

12 Civic Center Plaza
Suite 900
Minneapolis, MN 55401
Tel: 612-338-0096
Email: engineering@sehinc.com

GP Engineering

601 Minnesota Ave
St. Paul, MN 55102
Tel: 651-224-4770
Email: gp@gpengineering.com

BARK Consulting, LLC

Engineers

SEH, Minneapolis, Suite 110
Minneapolis, MN 55401
Tel: 612-338-0974
Email: barksolutions@gmail.com

SAINT PETER AREA
VETERANS MEMORIAL
SAINT PETER, MINNESOTA
EXISTING SITE AND REMOVAL PLAN

US 169 (MINNESOTA AVE) - SOUTHBOUND LANES

US 169 (MINNESOTA AVE) - NORTHBOUND LANES
TO: Honorable Mayor Zieman  
Members of the City Council

FROM: Todd Prafke  
City Administrator

RE: Gustavus Class Presentation – Public Deliberation

ACTION/RECOMMENDATION

None needed. For your information only.

BACKGROUND

The workshop on Monday evening includes a presentation by Gustavus students of COM 344: Public Deliberation. Some of you may have worked with these students on the coursework.

As we have previously experienced with Gustavus classes, the students, along with their Professor, will be at the workshop to provide a presentation on their findings, ideas and some recommendations related to the communication practices of the City. Their report has been included for your review.

As you may remember, there is no action for you to take related to this presentation. The students are being graded on their report as well as the presentation before you. Councilmembers should feel free to ask questions of the students throughout the presentation.

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

TP/bal
Community Communication: Recommendations for the Saint Peter City Council

Date: May 11, 2017
To: Mayor Zieman, the Saint Peter City Council, and Administrator Prafke
From: Students of COM 344: Public Deliberation (Prof. Pamela Conners) -- John Baron, Mikayla Kvittem-Barr, Rachel Hain, Eli Sciammas, Elissa Graupmann, Connor Myhre, Anh Kim Le, Emily Severson, Tessa Mann, Evan Jones, Saige Garver, Bryce Carmichael, Antonia Hopkins, Long Hoang (Gustavus Adolphus College)

Overview of Research
Our Public Deliberation class conducted individual research projects on the communication practices of the Saint Peter City Council and School Board. Collectively, our class conducted 29 interviews with 3 City Council members, 5 School Board members, the City Administrator, and the Superintendent, and 12 community members. Additionally, we observed 4 City Council meetings, 2 City Council workshops, 3 School Board meetings, and 1 city public forum. This report outlines our relevant findings and provides recommendations for the City Council and is organized two parts: 1) Communication with the public at Council meetings and 2) Communication with the public outside of Council meetings.

1) Communication with Public at Council Meetings
Physical space implicitly communicates expectations about the environment. Through meeting observation and interviews with community members who have attended meetings, we found that the limited seating, non-inclusive table arrangement, lack of directional signs, and difficulty hearing meeting proceedings, can create a barrier between the public and the council.

Recommendations
To create a more open and inviting environment for the public, consider the following:

- Relocate the City Council workshops to a larger space, such as the room where City Council regular meeting take place, to ensure citizens to feel welcome to observe discussion.
- Post directional signs to help guide community members to find meeting locations easier.
- Restructure the layout of the room for the City Council Workshops so that the Council members are sitting in a U shape, which improves the community members’ ability to hear and see the discussion that is occurring.1
- Update and/or repair microphone and camera technologies in the Governor’s room to improve the audio/visual accessibility of meetings.

2) Communication with Public beyond Council Meetings
The news media offers an essential way for the community to learn about the City Council deliberation and decisions. However, many research studies show—and our local analysis confirms—that the media can have a bias and/or provide a limited view of an issue.2 Thus, we recommend that the City Council members consider enhancing their direct communication with the public in order to improve citizens’ knowledge of City Council actions and conversations.

The Hot Sheet
While the Hot Sheet is a reliable and consistent medium for communication that some interviewees valued, analysis of it suggests three primary challenges to its accessibility: a) The “City Council Actions” section is written at a college graduate level of reading or above, which can be intimidating or unreadable

1 The U shape is desirable for “events where focal point is in the center and/or interaction between participants is encouraged.” “Room Layout.” Haverford.edu. 10 May 2017.
for many community members, and it lacks context or rationale for decisions that are reported; b) The newsletter is inaccessible to non-English readers; c) Community members must actively seek it out.

**Recommendations:**
- Write the summary of City Council Actions at a middle school readability level.
- In the *Hot Sheet*, explain where/how citizens can learn more about decisions made.
- Publish each newsletter edition in English, Spanish, and Somali.\(^3\)
- Provide accessible link on the *Hot Sheet* webpage to sign up to receive a *Hot Sheet* email.

**Interactive Communication with Constituents**

Policymakers commonly experience challenges in hearing from and communicating to the public. By reducing barriers in terms of cost, time, and ease of use, digital media networks allow citizens to develop awareness about issues, access resources, and act collectively.\(^4\) Our recommendations offer ideas to enhance communication with constituents through both digital technologies and face to face interactions.

**Recommendations:**
- Individual Council members should consider using social media accounts to connect with constituents.
- Stream City Council meetings live through the Facebook Live feature provides an inexpensive, convenient way for community members to view meetings and post comments and questions in real time.
- Hold structured public discussion sessions with the City Council, in which community members have an opportunity to talk face to face with council members and with each other. Council members can learn about community members' priorities and values. Such events should be carefully designed to be inclusive and to document feedback from the public.\(^5\)

**Opportunities to Improve Website**

While the website provides contact information for the City Council, some community members indicated that they did not know the best or preferred way to communicate with the council members, which ones they should contact, or whether they should expect a response.

**Recommendations**
- The website Council page could provide brief biographies of Council members as well as suggestions for how citizens should communicate with them.
- On the city website, provide a brief explanation of the procedures that take place at the City Council meetings, workshops, and goal sessions to help community members understand if, when, and how they can expect to participate in discussion when they attend.
- Create a City Council FAQ webpage that informs community members about the City Council's processes, rules, and communication opportunities.

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\(^3\) The U.S. Census reports that 17% of the Saint Peter population identifies as Hispanic or Latino. Somali immigrants also live in Saint Peter.


\(^5\) For example, in Dalton, GA, the school board hosts a "Community Discussion with Your Board." The Gustavus Communication Studies department also provides support for designing and facilitating these events. See "Public Deliberation and Dialogue." *Gustavus.edu.*
TO: Honorable Mayor Zieman  
Members of the City Council  

FROM: Todd Prafke  
City Administrator  

RE: Renewal Energy Subscription Plan  

ACTION/RECOMMENDATION  

None needed. For your information and discussion only.  

BACKGROUND  

Council has asked that we work towards meeting the solar (renewable) goals that have been discussed by the Council. Those goals are:  

• No financial subsidies over the long term  
• Ease City operations  
• Reduce costs to customer and the City  
• Positively impact cost of energy supply  
• Community based opportunity  
• Sustainability  

From a staff perspective these goals are not prioritized and projects need not meet all goals, but meeting more goals is better than less and taking action that moves us forward on sustainable opportunities for our customers and the City is important and desirable.  

Our timeline for moving this forward is:  

• Look for full plan approval by Council sometime in May.  
• Goal is to start selling in cooperation with SMMPA and MC Power (Solar Garden developers) in June.  
• July implementation with first credits provided on the September bill (this is based on your billing cycle).  

Production of power and other important numbers:  

• It is expected that over a 25-year life expectancy period, production would be about 12,129 kWh (or 40.43 kWh per month). This is a slight change in the data due to changes in the energy production estimates from the developer. Those production estimates are higher.
• An average residential customer in Saint Peter uses 677 kWh per month based on a 12 month use average. Under the proposed rules, that means that average customer could buy 50% (based on their last 12 months of use at time of subscription) of their use or 338 kWh. Since the average panel will produce an estimated 40.43 kWh per month, a residential customer could buy 8 panels at a 2017 cost of $8,592 for a 20-year subscription. Shorter subscriptions are projected at a slightly higher cost per panel based on higher productivity at the start of a panel's life. New panels with short subscriptions should cost a bit more as they produce a bit more.

• The table below illustrates the proposed subscription prices and other significant financial data points.

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<td>Program</td>
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• These numbers are slightly changed from what we previously provided. The changes are reflective of the new model for output and a closer look at degradation in the panel production over its’ life. Please know that pricing may change a bit yet but I think this is very, very close.

• So the credit on a customer’s bill, if they buy 8 panels, averaged over a year (different amounts of sun and production throughout the year) would be 323 kWh per month multiplied by $0.1154 means a credit of about $37.27.

• The City will take the subscription cash and set that aside as a restricted amount within our Electric Fund. It will be used to pay for the energy on a monthly basis over the term of the subscription. I think the easiest way to think of this is that subscribers are pre-paying for electricity and then will get credit based on the panel’s monthly measured production multiplied by our current electric rate. From a financial perspective, the subscriber is betting rates go up giving them more credit. We are betting that interest on the subscription dollars will roughly match the cost of energy increases.

• There is one last item that I think needs clarification. As your rates change so too will the credit provided. The credit today will be $0.1154 per kWh. The credit will be based on whatever the rate for kWh’s is in a monthly bill cycle. In other words, in 2020 if the City residential kWh rate is $0.12345 that is the credit subscribers will receive.
• Residential rate classified users (Renters) who have a separate electric meter would also be eligible for this program under the same terms. Two examples of how this can work are as follows:
  o If you rent and your apartment has a separate meter from the other apartments you can subscribe.
  o If you rent and your apartment along with the other apartments in your building are all on one meter your landlord could subscribe but you could not as you do not have a meter.

Rate payers that are not classified as "Residential" may also eligible to subscribe, but I am not recommending a rate at this time. I believe that the variability of the remaining customer base deserves an approach constructed on the same overall rate methodology (income/expense neutral to fund), but electric demand and kWh of use can impact the cost substantially. In other words, I am not sure how to set one price for such a varied group of customers and frankly, I don't want to set a price for each classification as there are more than a dozen. So as a start, it is my hope that if we have subscription interest that is from other than your "residential" customers we would work with them to set a rate on a case by case basis, at least to start. Some of your customer classifications pay rates that are substantially less than the cost of solar today. I believe it has been the Council's goal to promote solar without subsidizing specific rate classifications.

The solar program is meant to "check off" a number of the goals that you have discussed. It allows folks who are committed to subscribe at a number of different levels (number of panels) over a number of different timelines.

This plan does not meet all of the expressed wishes of your customers because, frankly, they are too varied and in many cases mean a substantial redistribution of cost structures. This program does not prohibit property owners from putting in their own equipment under the rules including electric, building and zoning codes. It does provide a positive option for many who are not ideally situated for solar on their own property, don't want the maintenance of ownership, or maybe are interested in impacting the environment in a positive way.

Another thing to note, if at any point you change your electric rate structures we will have to rethink the pricing on this and how credits are provided including their value. That is doable, and lots of other utilities will be in a similar situation in our region and state. Since this is based on kWh, as long as the customer gets credit for the kWh generated, the relative value should be very similar even if the dollar amounts are not.

My goal for your meeting is to get your input on the general rules, explain how the money likely flows and moves and get you in a position to vote on putting a program in place in the next meeting cycle.

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

TP/bal