CALL TO ORDER

II. DISCUSSION
   A. Community Center Leases (Kids' Corner, MVAC, School District #508)
   B. Township Road 361 Agreement
   C. Tourism Bureau Administration Fee
   D. Gustavus Adolphus College Right of First Refusal
   E. Others

III. ADJOURNMENT

**PLEASE NOTE LOCATION OF MEETING***

Office of the City Administrator
Todd Prafke
TO: Honorable Mayor Zieman  
Members of the City Council  

FROM: Todd Prafke  
City Administrator  

RE: Lease of Community Center Space  

**ACTION/RECOMMENDATION**  

None needed. For Council information and discussion only.  

**BACKGROUND**  

The City requested proposals for lease of space at the Community Center that will become vacant in 2017. Proposals were submitted by Minnesota Valley Action Council, Kid’s Corner, and St. Peter Community Child Care.  

At your last Goal Session Councilmembers discussed options related to the lease of space in the Community Center that will be vacated by District 508 in the fall of 2017. The previously reviewed RFP responses were discussed and staff was provided direction to negotiate leases of Rooms 117 and 119 with Saint Peter Community Child Care and Room 115 with Kids Corner Daycare. Room 110 was to be offered first to Kid’s Corner, second to Saint Peter Community Child Care, and to MVAC (Head Start) as a third option.  

You also provided direction that staff was to work with Kids Corner towards finding a solution for their school age summer program called Rec Corner. We have met with their team and have provided thoughts and ideas, all of which have various pros and cons, but we have been unable to come up with either a short term (summer of 2017) or long term solution that includes our facility. Challenges include space (just simply not enough to meet wishes or needs), regulatory requirements related to licensing and safety such as doors, egress and timeline, and an unusual calendar driven by School District #508 construction and changes to their level of room use in the summer.  

Since that time members have received emails, calls and other communications from any number of people and groups expressing their concerns about the direction provided, the process being followed, and the long term implications. I think it is important to remember that your process from the start included an open invitation for any and all to submit a proposal. It included priorities that were established by the Council and all those who submitted proposals were given equal opportunity and time to make a presentation in front of the Council. Based on those proposals, it appeared clear that the wants of all respondents could not be met. There is just not enough space to meet all the respondent’s proposals.
This process has had many challenges, however it is wonderful that we have had three groups that have been driven to help families take the time to respond and express their interest, not only in your facilities, but in discussing the ways they believe they help our community. We are fortunate to have many that take interest in service to the greater community in Saint Peter.

So from my seat at the table here is what I see:

- The Council has given staff direction related to negotiating a lease with SP3C. A copy of that lease is attached.
- We have so far been unable to solve the summer space wants for Kid’s Corner.
- Staff continues to be committed to working with all three respondents towards solutions (solution defined as meeting the Council direction which was a Lease with SP3C as a first priority and providing space for Rec Corner as a second priority and the offer of use of Rm110), but I don’t see any significant change in circumstances in the near future that will change room or space availability within our building.

In an effort to try to find ways to meet more of the wants of each entity or respondents we have:

- Discussed this issue with the School District in thinking about future (not summer of 2017) space availability for Head Start thereby freeing up space at the Community Center to better meet space requests from the daycares.
- Discussed with both daycares the potential to merge which allows a bit more self-determined flexibility for the new entity and, therefore, families in our community. You should also note it gets the Council further from the position that we find ourselves in of being a decision maker related to programming because the programming is restricted by space and putting that on a separate Board that can maybe respond more appropriately to needs within the customer base. Neither entity expressed any interest in this type of outside the box solution which would be a solution that is not perfect has business challenges related to people, money and governance but has some pros as well.
- Offered to work with other building owners to smooth the path in meeting needs.
- Offered to modify the City’s programming needs in an effort (in the summer of 2017) to meet the wants of each entity for summer programming.
- Offered to talk with regulatory agencies in an effort to get temporary relief from some of the rules so that some of the facilities might, at least in the short term, be able to be used. There may a partial solution in the summer of 2018 with the potential use of Head Start space, if negotiated, for Rec Corner. That solution does not work this summer due in large part to the unusual school calendar. The challenges we face with space for Rec Corner this summer would have been in place regardless of your RFP process driven by changes in the programming calendar.
- Exhausted our list of possible partners in the solutions that we see at this time. There may be other entities or facility owners or folks that have ideas for a solution if we approach these challenges in a community based problem solving way but I do not, at this time, know who that would be.
- Made it known that the Council would have been in this position no matter who you decided to lease space to.

So we have had an open process and the Council has given direction which we have responded to although it is clear at this point, that we are unable to meet the wants of the Council to find a solution for the Kid’s Corner summer programming space (Rec Corner) needs and this is an appropriate time to put in place some lease so that all involved can continue to move forward.
The SP3C lease that is included is for two years at full rate and has been agreed to by the SP3C Board.

This is a perplexing and challenging issue. An issue where it appears the City will not be able to make everyone involved happy. The Council is in this position because it has made decisions over the last two decades related to providing assistance to young families through the services it provides directly and space is has built and allowed to be used by other groups that support young family needs in the community. It would be easier not do these things, to not be involved in these efforts, as we see in many other communities. In the big picture these decisions need to be based on what is in the best interest of the overall community rather than individual entities. That is what makes this all hard because we are fortunate enough to have the potential of many right answers and the challenge of only being able to pick one.

My goal for your meeting is to provide you with the draft lease for action at a later date, tell you that we have been unable to meet your direction related to Rec Corner while providing an explanation as to what we have worked on so far.

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

TP/bal
SUBLEASE BY AND BETWEEN THE CITY OF SAINT PETER AND ST. PETER COMMUNITY CHILDCARE CENTER

This Sublease is made and entered into this ______ day of _____________, 2016, by and between the City of Saint Peter, a Minnesota municipal corporation (CITY), and St. Peter Community Childcare Center, a Minnesota non-profit corporation (TENANT).

WHEREAS, the CITY is the lessee in that certain Lease With Option To Purchase Agreement between the Economic Development Authority of the City of Saint Peter, Minnesota, as Lessor, and the City of Saint Peter, Minnesota, as Lessee, dated the 21st day of March, 2001; and

WHEREAS, the CITY has the right to sublease the premises upon the written consent of the Economic Development Authority of the City of Saint Peter, Minnesota, as Lessor; and

WHEREAS, the CITY has space within the Community Center to lease to various non-profit organizations; and

WHEREAS, TENANT is engaged in the business of Community Education for all ages and is a Minnesota non-profit corporation; and

WHEREAS, TENANT wishes to lease space from the CITY under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements, the parties make the following:

1. Description of Premises.
   A. Rented premises include Rooms #117 and 119 in the Community Center located at 600 South Fifth Street, Saint Peter, Minnesota.
   B. Common areas include rest rooms, hallways, kitchen facilities and laundry room.
      1. The TENANT must provide kitchen utensils.
   C. TENANT shall have the right of ingress and egress through the halls and corridors of the building.
   D. TENANT acquires no other right in any other part of the building than the parts herein specified.
   E. TENANT shall have the right to use one, 4 hour block of meeting room time each month of the lease. This use must be scheduled through the designated party at the City of Saint Peter.
   F. TENANT shall have the right to scheduled use of the gymnasium and Governor's Room at no charge.

2. Restrictions on Use. TENANT shall not use or permit the premises, or any part of the premises, to be used for any purposes other than those set forth in this lease. TENANT shall neither permit on the premises any act, sale, or storage that may be prohibited under standard
forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that result in:

A. Waste on the premises;

B. A public or private nuisance that may disturb the quiet enjoyment of other tenants in the building;

C. Improper, unlawful or objectionable use, including sale, storage or preparation of food, alcoholic beverages, or materials generating an odor on the premises; or

D. Noises or vibrations that may disturb other tenants

E. Installation of signage within the facility without the express written approval of CITY.

TENANT shall comply with all governmental regulations and statutes affecting the premises either now or in the future.

3. Responsibility of CITY.

A. General maintenance of the building.
B. General maintenance of the grounds for all seasons.
C. General maintenance of rest rooms and hallways.
D. Provide utility services of heat, electricity, garbage, water and sewer.
E. Provide general supervision of the building.
F. Provide locks for building entrance and office entrance, and keys to tenants for the tenant's space.
G. Provide phone lines to the building.
H. Provide initial floor covering, wall construction, ceiling and overhead lighting.
I. Provide opportunity for the placement of TENANT’S business name on wayfinding signs maintained by the City.
J. The City will evaluate the opportunity for the installation of lockers in the west hallway of the 1st floor, across from Suite 125. The purchase and installation would be at SP3C’s expense. The allowing of placement will be based on general use space needs, safety, use of hallway and structural ability to affix lockers to the wall.

4. Responsibility of TENANT.

A. General maintenance of area leased by TENANT.
B. TENANT agrees that CITY has no liability for property lost, stolen or damaged on the common or leased premises.

C. General supervision and responsibility for securing the rented space.

D. General supervision and responsibility for securing the building at all times other than 7:00 a.m. to 11:00 p.m., Monday through Friday -- or other such times as subsequently indicated by CITY upon written notice -- unless otherwise arranged with the Building Supervisor.

E. Phone lines from the point of entry into the building to the leased premises and phone service.

5. Term and Rent.

A. Term. This lease shall run for a period commencing on September 1, 2017 until December 31, 2019.

B. Rental.

i. For a period of time from September 1, 2017 to August 31, 2018 TENANT shall pay a lease payment, in advance, on the first day of each and every month, the sum of $2,515.48.

ii. For a period of time from September 1, 2018 to August 31, 2019 TENANT shall pay a lease payment, in advance, on the first day of each and every month, the sum of $2,515.48.

C. Payments. Payments shall be made to the CITY at 227 South Front Street, Saint Peter, Minnesota.

D. Late Payments. A payment shall be delinquent if not paid by the 15th day of each month. A late charge of $5.00 per day thereafter will be added to the amount due until paid. Failure to declare default on any particular payment that becomes delinquent shall not constitute a waiver of the rights to exercise the same at any subsequent time. If expenses are incurred or suit is commenced on this lease because of delinquent payments, TENANT agrees to pay all costs of collection, including reasonable attorney fees.

E. Reserve. TENANT shall keep on account with the CITY a reserve in an amount equal to one month rent. The sum of $2,466.16 which shall be paid prior to August 1st of 2016 will remain on account with the City. The funds may be drawn upon by the City in the event the lease payments are late and will be used to pay the lease payment and any late fees. The funds must then be replenished by TENANT within thirty (30) days.

6. Default.

A. Events of Default. If TENANT does not pay the full amount on the date it is due or violates any agreement contained in this lease, TENANT will be in default.

B. Right to Cancel. Upon evidence of default, CITY shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of TENANT under this lease.
C. Notice of Default. If TENANT is in default, CITY may give TENANT 30 days' notice of the cancellation and termination.

D. Remedies on Default. On expiration of the time fixed in the notice and TENANT's failure to cure the default within the time allowed in the notice, this lease and the right, title and interest of TENANT shall terminate.

CITY shall have the right to obtain reimbursement from TENANT of all expenses incurred in regaining possession of the premises and the right to recover all additional rental required under the lease term if CITY re-enters and re-lets the premises for the benefit of TENANT.

On expiration of the time fixed in the notice and TENANT's failure to cure the default within the time allowed in the notice, CITY may enter immediately a of TENANT and store the property in a public warehouse or at a place selected by CITY, at the expense of TENANT. CITY may resort to any legal proceedings to obtain the possession of the premises and disposal of TENANT's property.

CITY may elect, but shall not be obligated to make any payment required of TENANT or comply with any agreement, term or condition required to be performed by TENANT, for the purpose of correcting or remedying any such default at the expense of TENANT. Any expenditure for the correction by CITY shall not be deemed to waive or release TENANT's default or CITY's right to take any action as may be otherwise permissible hereunder in the case of any default.

7. Modifications. There shall be no modifications or materials affixed to the interior or exterior walls, doors, windows, floors or other interior structure of the leased premises without the express written approval of the CITY. TENANT is required to secure any building permits required by law. Should the CITY and TENANT be unable to agree on the exact execution of modifications, the lease may be cancelled by either party upon written notice prior to September 15, 2017 with no financial penalty.

8. Damage. If the premises or any portion of the building or any equipment contained therein during the term of this lease shall be damaged by the act, default or negligence of TENANT, or of TENANT's agents, employees, patrons, guests or any person admitted to the premises by TENANT, TENANT will pay to the CITY upon demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

TENANT hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises or any portion of said building by the consent of Saint Peter Community Child Care or by or with the consent of any person acting for or on behalf of TENANT.

9. Insurance. It shall be the responsibility of TENANT to assure that its leased premises and personal property are covered by hazard and public liability insurance policies. The public liability insurance policy shall provide coverage at least in the amount of the CITY's maximum liability limits as set by statute. TENANT shall at the request of the CITY provide proof of insurance coverage required by this section.

10. Indemnification. TENANT covenants and agrees to save CITY harmless and to indemnify CITY against any claims or liabilities for compensation which may arise or accrue by reason of the use of TENANT, TENANT's agents, employees, patrons, guests or any person admitted to the premises by TENANT.
11. **Casualty.** In case said building or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this lease by CITY impossible, the CITY may terminate the lease, and TENANT shall pay rent for said premises only up to the time of such termination, at the rate set in this lease. CITY waives any claims or damages or compensation from TENANT should this lease be so terminated.

TENANT may, with approval of CITY, lease equipment, as set forth on Exhibit A attached, in the premises, but TENANT assumes full responsibility in the event of a casualty and in accordance with the above.

12. **Option to Renew.** TENANT shall have the option to renew this lease before CITY offers the premises to any other party. Written notice of intention to renew must be furnished to the CITY 120 days prior to the expiration of the lease or any renewal hereunder. The terms of the lease shall be subject to renegotiation at the time of any renewal.

13. **Mail Distribution.** All tenant mail shall be distributed from the central mail facility. Each tenant will be assigned a Post Office Box. No tenant mail will be delivered directly to the tenant’s leased space. There shall be a nominal Post Office box key rental fee.

14. **Election Regulation Compliance.** TENANT shall be required to comply with all State election regulations including removal of any and all campaign materials from the leased property and/or parking lot when the building is being used as a polling place and/or as directed by City officials.

15. **Termination Prior To End Of Lease Term.** In the event the TENANT completes or reasonably anticipates completion of construction of its own building or consolidation of operations to one location other than the Community Center, the TENANT may terminate this lease without penalty by giving CITY one hundred and twenty (120) days written notice.

TENANT understands that this lease is subject to the terms of that certain Lease by and between the Saint Peter Economic Development Authority, a body politic, and the City of Saint Peter, as Lessee, dated March 21, 2001. TENANT understands and agrees that this sub-lease may be terminated pursuant to the terms of said Lease Agreement.

16. **Waivers.** The failure of the CITY to insist on a strict performance of any of the terms and conditions of this Lease shall not be deemed a waiver of any subsequent breach or default of any terms or conditions of this Lease.

17. **Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested to the parties as follows:

- **CITY OF SAINT PETER**
  - Attn: City Administrator
  - 227 South Front Street
  - Saint Peter, Minnesota 56082

- **ST. PETER COMMUNITY CHILD CARE**
  - 600 South Fifth Street, Suite 125
  - Saint Peter, MN 56082

18. **Surrender of Possession.** TENANT shall, on the last day of the term or renewal, or on earlier termination or forfeiture of the lease, peaceably and quietly surrender and deliver the lease premises to the CITY free of any encumbrance placed on it by TENANT, except movable
trade fixtures, all in good condition and repair. In the event TENANT does not remove its personal property at the termination or default of the Lease, the CITY may elect to consider the property abandoned and the property of the CITY without any further payment or offset.

19. Assignment. This Lease may not be assigned by either party without the written consent of the other party. The written consent shall not be unreasonably withheld.

20. Total Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument executed by all parties. This Lease and terms and conditions of the Lease apply to and are binding on the legal representatives, successors and assigns of both parties.

21. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

22. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE AND ALL TERMS OF THIS LICENSE.

23. Further Assurances. Each of the parties agrees to execute all documents and instruments and to take or to cause to be taken all action which are necessary or appropriate to comply with the terms of this Agreement.

24. Amendments, Supplements, etc. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by the parties to be necessary, desirable, or expedient to further the purpose of this Agreement or to clarify the intention of the parties.

25. Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

26. Severability. Any term or provision of this Agreement that is invalid or unenforceable will not be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable but remaining rights of the party benefiting from the provision or any other provisions of this Agreement.

27. Execution of Counter-Parts. This Agreement may be executed by one or more counter-parts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

28. No Reliance. CITY and TENANT represent to one another that each has read this Agreement and has obtained such advice from counsel as deemed appropriate under the circumstances. Except as clearly indicated, CITY and TENANT have not relieved any promises or representations of the other.

29. Interpretation. This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any party because that party or its legal representatives drafted the provision.
30. **Titles and Headings.** Titles and headings to sections are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the day and year first written above.

**CITY OF SAINT PETER**

By: 

________________________

Charles Zieman
Mayor

By: 

________________________

Todd Prafke
City Administrator

**TENANT – ST. PETER COMMUNITY CHILDCARE CENTER**

The foregoing instrument was acknowledged before me this ______ day of __________, 2016, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

________________________

Notary Public

The foregoing instrument was acknowledged before me this ______ day of __________, 2016, by ___________________________ and ___________________________ of St. Peter Community Child Care Center.

________________________

Notary Public
CONSENT

The Economic Development Authority of the City of Saint Peter does hereby consent to the attached sublease by and between the City of Saint Peter and ____________________________, dated _____________, 2016.

Chair

Executive Director

STATE OF MINNESOTA) ) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this __________ day of __________, 2016, by ____________________________ and ____________________________, the Chair and Executive Director of the Economic Development Authority of the City of Saint Peter, Minnesota.

Notary Public
TO:       Honorable Mayor Zieman
         Members of the City Council
FROM: Todd Prafke
       City Administrator
RE:     Township 361 Cooperative Maintenance Agreement

ACTION/RECOMMENDATION

None needed. For your review and discussion only.

BACKGROUND

Members may recall the many discussions related to the development of Gardner Road and Township Road 361 which are both located near the new High School and Community Spirit Park.

You may also recall we have had in place an agreement with Oshawa Township for maintenance of Gardner Road and their participating in securing over $200,000 in grant funds for the improvements of that roadway.

Township Road #361 was in a similar position. That position being part of a plan for improvement and requesting grant dollars from the State's Local Road Improvement Project (LRIP) grant program. However the State Legislature failed to approve a transportation bill in 2016, so no LRIP funding was made available.

As members know it has been our plan with both Traverse and Oshawa Townships, who share joint ownership in the road, to make improvements. To that end I asked both the Oshawa and Traverse Township Boards to enter into agreements that relieved them of maintenance, allowed for the cooperative funding, and provided for annexations should funding be received and an improvement made. In addition, due to the placement of the new High School and Community Spirit Park, it seemed in our best interest to maintain the roadway until funding could be applied for, if received, as the amount and type of use of that road would change dramatically.

When the State failed to pass its budget, the proposed agreement went on my back burner. However it now needs to be moved forward as usage is changing and the expectation for development of the roadway is changing with it.

My goal in having this agreement in place was to “smooth the road” so to speak, in a number of ways. We will maintain the road in a more appropriate way and for that we get both Townships to cooperate relative to development; the Townships agree to annexation of the road after its
improvement; the City sees the roadway developed to our specifications using a large percentage of State funds (not inherit something else); and we are set up to be in the same positive position we have had with Gardner Road. As you see, the Traverse Supervisors approved the agreement and my goal for your meeting is to move this forward for your approval so that the process can continue as envisioned.

Members may have noted that even though we have not entered into the agreement, we are providing for plowing and have planned for maintenance in summer of this year. If no capital/impromvents funding is put in place by the State in 2017 we would stop our maintenance. Although, it is certainly conceivable that the agreement could be extended based on any funding indicators we might receive.

You previously entered into a very similar agreement with Oshawa Township for their portion of 361. Their agreement also provided for placement of driveways for the School and Community Spirit Park. Those driveways have been constructed.

Without the Traverse agreement you would be providing for maintenance on the southerly portions of the road only. It is the staff suggestion that you continue to move forward as planned even though the timelines may be off a bit. Overall these cooperative efforts have smoothed the transition of these soon developing areas.

I think it may also be important to note that any road grant programs that may develop seem to encourage cooperation. These actions demonstrate that and our working with two Townships, and County Road impromvents and access for a School District facility are getting about as many entities together as anyone else will be able to muster. While it is not a guarantee of funding, it puts you in a very positive position.

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

TP/bal
DRIVE WAY ENTRANCE AND COOPERATIVE MAINTENANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SAINT PETER AND TRAVERSE TOWNSHIP

This Agreement is made and entered into this ______ day of ____________, 2016, by and between the City of Saint Peter, a Minnesota municipal corporation (CITY), and Traverse Township, (TRAVERSE).

WHEREAS, CITY and TRAVERSE agree to work cooperatively on the development and enhancement of Township Road 361 between County Road 5 and County Road 51.

NOW, THEREFORE, be it mutually agreed to by CITY and TRAVERSE as follows:

1. In June of 2016 the CITY will take over grading and gravel maintenance of Township Road 361 from the southerly Township boundary to County Road 51 as new community use will impact the number of cars using the roadway/access. CITY will discontinue maintenance on the road if grant funds are not approved in the 2016 or 2017 calendar year.

2. TRAVERSE and CITY agree to work cooperatively to apply for funding to provide a hard surface on Township Road 361 in the future.

3. TRAVERSE will allow for the annexation of the roadway without any monetary compensation should grant funds be provided and construction takes place to develop the roadway under CITY specifications.

IN WITNESS WHEREOF the parties have executed this Agreement at Saint Peter, Minnesota, on the day and year first written above.

CITY OF SAINT PETER

By: ______________________
Charles Zieman
Mayor

By: ______________________
Todd Praffke
City Administrator

TRAVERSE TOWNSHIP

Chairman

Clerk

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this ______ day of ____________, 2016, by Charles Zieman and Todd Praffke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.
STATE OF MINNESOTA)  
) SS  
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _______ day of ____________, 2016, by ______________________ and ______________________, the Chairman and Clerk of TRAVERSE Township.

______________________________
Notary Public
Memorandum

TO:    Honorable Mayor Zieman
        Members of the City Council

FROM:  Todd Prafke
        City Administrator

RE:    Tourism/Chamber Funding

ACTION/RECOMMENDATION

None needed. For your review and discussion only.

BACKGROUND

As members may know the Tourism and Visitor Bureau (Bureau) is administered by the Chamber of Commerce. This is an advisory committee of the City that has been administered by the Chamber for many, many years. For that work the Chamber has been allowed to retain a portion of the Lodging Tax that is remitted to the Bureau. That sum is currently $7,500. The Chamber Executive Board has asked that the sum be increased by $750 to $8,250. Lodging tax proceeds usually provide roughly $40,000 in yearly revenues.

It has been many years since any increase in the allowance for Chamber administrative services was provided.

A copy of the Ordinance covering this issue is provided for your use and as you see the Bureau has the authority to set the amount, however, in the past the City Council has also reviewed requests of this nature.

The impact of this change is that fewer dollars will be available for grants and advertising on which a majority of the budget is spent. A copy of the Bureau's expenditures is attached for your review to give you a sense of what the lodging dollars are spent on. The Chamber Executive Board wants to be proactive with maintaining stability in the Chamber's overall finances. I believe that change is warranted based on the services provided and the number of years since any change was made.

There is no tax impact to this discussion as funding has been exclusively from the Lodging Tax and this is not a request to change the Lodging Tax amount. It is only a discussion related to modification to the allowance for costs of administrative services the Chamber provides.

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

TP/bal
ORDINANCE NO. 374, SECOND SERIES

AN ORDINANCE OF THE CITY OF SAINT PETER, MINNESOTA AMENDING CITY CODE CHAPTER 6 "OTHER BUSINESS REGULATION AND LICENSING" BY AMENDING SECTION 6.40 "LODGING TAX" AND ADOPTING CHAPTER 1 AND SECTION 6.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

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

Section 1. Saint Peter City Code, Section 6.40 "Lodging Tax", Subdivision 16. "Tourism and Visitors Bureau" is hereby amended as follows:

Subd. 16. Tourism and Visitors Bureau.

A. The operation of the Saint Peter Area Tourism and Visitors Bureau will be governed by a Board of nine (9) persons who shall be appointed by the Council. Members shall serve terms of three years. City government representatives shall serve one year terms. No more than two consecutive terms shall be served. Additional terms may be served if a one year discontinuance of service has taken place. The Tourism and Visitors Bureau Board will be composed of two owners, or operators, of the local motel/hotel industry, two members of the Saint Peter Area Chamber of Commerce that represent the hospitality industry, two representatives of City government and three (3) members at large.

B. The Bureau shall submit to the City a monthly financial report and annual budget detailing the expenditures of tax funds allocated by the City.

C. All lodging tax funds allocated to the Bureau shall be placed in a dedicated fund account and kept separate from other funds that the Bureau may acquire.

D. The Bureau shall be staffed by the Chamber of Commerce. The Chamber of Commerce will be compensated for its administrative support in an amount to be determined by the Bureau.

Section 2. The Saint Peter City Code, Chapter 1, entitled, "General Provisions and Definitions Applicable To The Entire City Code Including Penalty For Violation" and Section 19.99 entitled "Violation a Misdemeanor" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 10th day of January, 2005.

ATTEST:
Todd Praha
City Administrator

Jerry Hawbaker
Mayor

The foregoing Ordinance was adopted by the following votes:
Ayes: Councilmembers, Strand, Pfeifer, Kvamme, Gover, Douglas, Brinker, and Mayor Hawbaker
Nayes: None
Absent: None

Published in the Saint Peter Herald on January 20, 2005.
## TOURISM & VISITORS BUREAU

### EXPENDITURES 2016

<table>
<thead>
<tr>
<th>Grant Description</th>
<th>Amount</th>
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<tr>
<td>Chamber (2015 postage reimb)</td>
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<td>St. Peter Reads Grant 80%</td>
<td>800.00</td>
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<td>Chamber – Medallion Hunt Grant</td>
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<td>Chamber – Valentine Package Grant</td>
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<td>Connecting Nicollet County Grant</td>
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<td>Chamber – Destination Tourism Grant</td>
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<td>4 the Team – Winterfest Medallion</td>
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<td>APG Media – Visitors Guide Ad</td>
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<td>Nelson Printing – Pearly Gates Cards</td>
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<tr>
<td>Rock Bend Folk Festival Grant 80%</td>
<td>800.00</td>
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<tr>
<td>Nicollet County Historical Soc.</td>
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<tr>
<td>(100% <em>marketing grant</em>)</td>
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<tr>
<td>Veterans Memorial Grant 100%</td>
<td>2,000.00</td>
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<td>Red Men Club Fireworks Grant 100%</td>
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<td>Chamber July 4 Grant 100%</td>
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<td>Ambassadors Bluesfest 80%</td>
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<td>Relay for Life Grant 80%</td>
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<td>Chamber Banners for Park Grant 100%</td>
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<tr>
<td>Chamber 1* Qtr Admin.</td>
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<td>Chamber - Video Project Grant 100%</td>
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<td>St. Peter Reads – final 20%</td>
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<td>Chamber - Downtown Banners Grant 100%</td>
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<tr>
<td>Hillstrom Museum MPR Grant 80%</td>
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<tr>
<td>Senior Center - Boomers Expo Grant 80%</td>
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<tr>
<td>Nicollet County Ag Society Grant 80%</td>
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<tr>
<td>Govenaires Grant 100%</td>
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<td>TDS Media Direct – Advertising</td>
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<td>Ed Wetherill – Bus Tour Fee</td>
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<td>Nelson Printing Co. – UPS to TIC</td>
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<td>City of Saint Peter – Christmas Lights</td>
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<td>Nic. Co. Hist. Soc. Final 20% Rain Garden</td>
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<td>Senior Center – Boomers Expo final 20%</td>
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<td>-------------------------------------------------------</td>
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<td>Chamber – reimbursement for 2016 postage</td>
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<td>OTHER</td>
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</table>

Account Balance 12/31/16: $22,266.60
TO:    Honorable Mayor Zieman  
       Members of the City Council  
FROM: Todd Prafke  
       City Administrator  
RE:    GAC Right of First Refusal  

ACTION/RECOMMENDATION

None needed. Updated information for your discussion.

BACKGROUND

Members will recall discussion on the Lambert Triangle property that you purchased as a part of the 70+ acres that now makes up the High School site and portions of Community Spirit Park. A map of the area is attached.

At that time and since, the Council has discussed the potential cooperative use of that triangle. This “triangle” location between the future High School and Gustavus Adolphus College, coupled with our discussion of more than five years, lead us to some type of joint development for recreational use in the distant future. This possible use has been discussed on multiple occasions within cooperative committees of all three entities. The challenge for this property is access and what I believe are appropriate wants of the County related to access directly across from the County Road 20/Nicollet Avenue intersection with County Road 5/Broadway/Fort Road.

A year or two back it was discussed that maybe a Right of First Refusal could be a tool to protect the interests of all entities in that area. Gustavus has an interest in preserving their campus and properties that are arguably within their campus boundaries which can be looked at as including the roadways surrounding them. Bluntly, they want to do what they can to insure you don’t sell it for a convenience store or some other purpose that they might deem as being a detriment to their campus. We have long term plans for potential recreational facilities that by their very nature are likely to be cooperatively established with Gustavus Adolphus College, the School District, and others. If at some point we would be unable to work cooperatively with GAC, without a predetermined access as described above, access to this site could be a problem.

The Right of First Refusal that was drafted by your attorney and approved by GAC strikes a balance with our partner. GAC gets the right to protect its “boundary” by having to purchase at a predetermined price should some future Council look to sell for a use that GAC does not like. GAC receives that right by giving us the access we need should we decide to develop the
property, as is our long term plan and GAC does not choose to participate. Members should note that GAC has also provided us the land and easements needed for both the future roundabout and for the trail/sidewalk that is to be developed along Jefferson Avenue/Gardner Road.

This effort has been a long time in the works and is a little bit complicated due to the multiple locations and multiple players, so my goal for the meeting is to provide a more in-depth explanation using the map attached along with the legal back up of your City Attorney who drafted documents and was involved in the discussion and negotiations.

Members will be asked to provide approval of the agreements at an upcoming meeting, but we wanted to make sure all had opportunity to understand this pretty complicated scenario.

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

TP/bal
RIGHT OF FIRST REFUSAL

This Agreement made and entered into this 27th day of December, 2016, by and between the City of St. Peter, a municipal corporation, as "City", and Gustavus Adolphus College, a Minnesota non-profit corporation, as "GAC":

WITNESSETH:

That for One Dollar ($1.00), the access easement attached as Exhibit A and other good and valuable legal consideration, the sufficiency of which is hereby acknowledged by City, it is hereby agreed as follows:

1. Grant of Right of First Refusal. The City hereby grants to the GAC the exclusive right of first refusal, for a period of thirty (30) years from the date of this Agreement, the real property located in Nicollet County, Minnesota, legally described as follows:

Outlot A, Magner Farm Second Subdivision, according to the plat on file and of record in the office of the County Recorder, Nicollet County, Minnesota.

2. Notice of Intent to Transfer. The City covenants and agrees that, in the event it elects to sell or transfer the above described real estate, City agrees to notify GAC by personal service or certified mail at the address set forth below, of its decision to so transfer the subject property

3. Right of First Refusal. Upon receipt of the Notice of Intent to Transfer, GAC shall present to the City a purchase agreement setting a Purchase Price of One Hundred Fifty Thousand and no/100ths Dollars ($150,000.00) with non-refundable Earnest Money in the sum of Five Thousand and no/100ths ($5,000.00), for the land only, GAC shall agree to reimburse the City for any direct cost the City may incur as the result of GAC's development and upon other terms as agreed upon between the parties. GAC further agrees that commencing January 1, 2027, the purchase price shall be annually increased by the Consumer Price Index – Minneapolis/Saint Paul.
4. **Release of Right of First Refusal.** In the event the GAC does not exercise its right of first refusal in accordance with this agreement, GAC agrees to execute any documents necessary to release this Right of First Refusal. Should GAC fail to release this Right of First Refusal, the Right of First Refusal shall automatically terminate ten (10) days after the giving by City of a request for release of this Right of First Refusal/Option to Purchase delivered by personal service or certified mail to the address of the GAC set forth below.

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

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

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

   **GUSTAVUS:**
   President and Chief Financial Officer
   800 College Avenue
   St. Peter, MN 56082

6. **Execution of Purchase Agreement.** Contemporaneously with the execution of the Right of First Refusal, GAC shall execute the Purchase Agreement attached as Exhibit B.

7. **Binding Effect.** This agreement shall be binding upon the respective parties, their heirs, representatives, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective the day and year first set forth above.

**CITY:**
City of St Peter
227 South Front Street
St. Peter, MN 56082

By: ________________
Charles Zieman
Its Mayor

By: ________________
Todd Praike
Its City Administrator

**GAC:**
Gustavus Adolphus College
800 West Grace Street
St. Peter, MN 56082

By: ________________
Its PRESIDENT

By: ________________
Its CHIEF FINANCIAL OFFICER

THOMAS J. ROONEY
CEO, Vice President
STATE OF MINNESOTA )
COUNTY OF NICOแLETT )

On this ________ day of __________, 2016, before me, a Notary Public within and for said County and State, personally appeared Charles Zieman, the Mayor and Todd Prafke, the City Administrator, of the City of St. Peter, City, and acknowledged that they executed the same on behalf of the City of St. Peter.

__________________________________________
Notary Public

STATE OF MINNESOTA )
COUNTY OF NICOแLETT )

On this ________ day of __________, 2016, before me, a Notary Public within and for said County and State, personally appeared _____________, the ___________ of Gustavus Adolphus College, GAC, and acknowledged that he executed the same on behalf of Gustavus Adolphus College.

__________________________________________
Notary Public

______ INSTRUMENT WAS DRAFTED BY:
Paul H. Tanis, Jr.
RILEY-TANIS & ASSOCIATES, PLLC
324 S. Minnesota Avenue
St. Peter, MN 56082-0360
507-934-3430
Attorney ID #153394
EXHIBIT A

CERTIFICATE OF SURVEY
SAINT PETER, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

FOR: CITY OF SAINT PETER

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SHEET 1 of 2
That part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota described as:

Commencing at the South Quarter corner of said Section 17; thence North 00 degrees 28 minutes 03 seconds West on the west line of said Southwest Quarter of the Southeast Quarter of Section 17, a distance of 946.67 feet to the southerly line of Parcel 13E1, Revised Nicollet County Right of Way Plot No. 1, according to the recorded plat thereof, and the point of beginning; thence northeasterly on said southerly line of Parcel 13E1, a distance of 297.14 feet along a nontangential curve to the right having a radius of 5664.48 feet, a central angle of 03 degrees 00 minutes 20 seconds and a 297.11 foot chord which bears North 52 degrees 51 minutes 05 seconds East; thence South 00 degrees 00 minutes 00 seconds East, not tangent to said curve, a distance of 74.04 feet; thence southeasterly a distance of 298.19 feet along a nontangential curve to the left having a radius of 5604.48 feet, a central angle of 03 degrees 02 minutes 55 seconds and a 298.16 foot chord which bears South 52 degrees 23 minutes 20 seconds West, to the west line of said Southwest Quarter of the Southeast Quarter of Section 17; thence North 00 degrees 28 minutes 03 seconds West on the west line of said Southwest Quarter of the Southeast Quarter of Section 17, a distance of 76.59 feet to the point of beginning.

Contains 0.410 acres of land.

SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

[Signature]
Janice Fowlds
License Number 26748

8-18-2016
Date
EXHIBIT B

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on December 22, 2016, by and between the City of Saint Peter, a municipal corporation, CITY, and GUSTAVUS ADOLPUS COLLEGE, a Minnesota Non-profit Corporation, GUSTAVUS, 800 West College Avenue, Saint Peter, MN 56082.

2. OFFER/ACCEPTANCE. CITY offers to purchase and GUSTAVUS agrees to sell real property legally described as follows, to-wit:

Parcels 1N1 and 1N2 of City of Saint Peter Right-of-Way Plat No. 4, according to the Plat thereof on file in the Office of the Nicollet County Recorder, containing 4.57 acres;

Easement – See Attached Exhibit A;

Temporary Construction Easement – See Attached Exhibit B;

located at City of St. Peter, County of Nicollet, State of Minnesota, together with all affected site improvements and construction related interference.

3. ACCEPTANCE DEADLINE. This offer to purchase, unless accepted sooner, shall be null and void at 11:59 p.m., November 20, 2016, and in such event all earnest money shall be refunded to CITY.

4. PRICE AND TERMS. The price for the real property, temporary easement, all affected site improvements and construction related interference included in this sale is a waiver by the CITY of any and all assessments for street, water, sewer and storm water which the CITY is allowed to charge the property owner under its assessment policy.

5. DEED/MARKETABLE TITLE. Upon performance by CITY, GUSTAVUS shall execute and deliver:

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

1) Building and zoning laws, ordinances, state and federal regulations;
2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;

3) Reservation of any mineral rights by the State of Minnesota;

4) Utility and drainage easements which do not interfere with existing improvements.

B. A Temporary Construction Easement, attached as Exhibit B, granting the CITY the right to construct a roadway and public utilities.

6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be paid by GUSTAVUS.

GUSTAVUS SHALL PAY on Date of Closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.

GUSTAVUS SHALL PAY ON DATE OF CLOSING all other special assessments levied as of the date of this agreement.

GUSTAVUS SHALL PAY ON DATE OF CLOSING any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this sale.

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

8. DISCLOSURE OF NOTICES. GUSTAVUS has not received any notice from any governmental authority as to violation of any law, ordinance or regulation, if the property is subject to restrictive covenants, GUSTAVUS has not received any notice from any person as to a breach of the covenants.

9. POSSESSION. GUSTAVUS shall deliver possession of the property not later than the day of closing.
10. EXAMINATION OF TITLE. Within a reasonable time after acceptance of this Agreement the CITY shall examine the title and provide GUSTAVUS with written objections.

11. TITLE CORRECTIONS AND REMEDIES. GUSTAVUS shall have 120 days from receipt of CITY'S written title objections to make title marketable. Upon receipt of CITY'S title objections, GUSTAVUS shall, within ten (10) business days, notify CITY of GUSTAVUS' intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by GUSTAVUS shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

12. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed, are effective as of the date of mailing.

13. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

Dated: __13-28-16__, 2016

CITY OF SAINT PETER, MINNESOTA

GUSTAVUS ADOLPHUS COLLEGE

By____________________________
Charles Zieman, Mayor

By____________________________
Todd Prafke, City Administrator

By ____________________________
Rebecca A. Seymour
Its PRESIDENT

By ____________________________
Thomas Rooney
Its CHIEF FINANCIAL OFFICER

THOMAS J. ROONEY
CFO, Vice President
for Finance & Treasurer

Closing shall be at the office of:
BRANDT LAW OFFICE
Attorneys at Law
219 W. Nassau, Box 57
St. Peter, MN 56082
Tel: (507) 931-6940
EXHIBIT A

EASEMENT GRANT

TO

THE CITY OF SAINT PETER, MINNESOTA

Dated DECEMBER 22, 2016

FOR VALUABLE CONSIDERATION, SWEDISH LUTHERAN BOARD OF EDUCATION OF THE STATE OF MINNESOTA, NOW KNOWN AS GUSTAVUS ADOLPHUS COLLEGE, a Minnesota non-profit corporation, Grantor, hereby grants and conveys to CITY OF SAINT PETER, a municipal corporation, Grantee, its successors or assigns, a perpetual easement for construction and maintenance of a storm water drainage system over, under and across the property legally described as follows, to-wit:

Parcel “1PE1” of City of St. Peter Right-of-Way Plat No. 4, according to the Plat thereof on file in the Office of the Nicollet County Recorder.

The Grantor shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the Grantee shall hold and save the said Grantor harmless from any and all damage arising from its use of the right, and easement herein granted and agrees to pay any damage or damages which may arise to the property, premises, or rights of the Grantor through Grantee's use, occupation, and possession of the rights herein granted.

The Grantor herein for itself, its successors and assigns, does grant the right at all times to Grantee, its employees and agents, to go upon the above described premises for the purpose of erecting, constructing, maintaining, replacing, excavating, supplying, repairing and rebuilding the storm water drainage system, or the removal thereof in whole or in part,
at the discretion of the Grantee, and hereby grants Grantee the right to cross Grantor's abutting property for the purpose of such maintenance and construction work, with the privilege to place tools, equipment and dirt thereon during such work, so long as said utilities and appurtenances thereto shall be used.

This easement is subject to the following additional terms and provisions:

a. The Grantor reserves the use and enjoyment of the described premises, subject only to the right of the Grantee to use the same for the purposes herein expressed, except:

1. Grantor shall not erect or construct any building or other structure, plant any tree or bush, or drill or operate any well, within said property; and

2. Grantee shall have the right from time to time to trim and cut down and clear away any and all trees, weeds or brush now or hereafter on said easement.

b. Following installation or maintenance of said storm water drainage system, the City of Saint Peter shall repair the easement area to its condition prior to installation or maintenance of said utilities and appurtenances.

c. The City of Saint Peter shall pay Grantor for any damage to trees, shrubbery, parking lot or buildings, which lie outside the easement area, occurring as a result of the maintenance of said system and appurtenances. Damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantors, one by the Grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties thereto.

The terms and provisions hereof shall run with the land and shall extend to and bind the representatives, successors and assigns of the parties hereto.

GUSTAVUS ADOLPHUS COLLEGE

By [Signature]
Its President
STATE OF MINNESOTA )
COUNTY OF NICOLLET )

The foregoing instrument was acknowledged before me this 23rd day of
DECEMBER, 2016, by REBECCA BYGMAN, the PRESIDENT and
THOMAS ROONEY, the CFO & VICE PRES, on behalf of GUSTAVUS
ADOLPHUS COLLEGE, a Minnesota Non Profit corporation, Grantor.

By: THOMAS J. ROONEY
CFO, Vice President
for Finance & Treasurer

Its CHIEF FINANCIAL OFFICER

Drafted by:
JAMES W. BRANDT
219 W. Nassau,
St. Peter, MN 56082
TEMPORARY CONSTRUCTION EASEMENT GRANT TO

THE CITY OF SAINT PETER, MINNESOTA

Dated DECEMBER 22, 2016

FOR VALUABLE CONSIDERATION, SWEDISH LUTHERAN BOARD OF EDUCATION OF THE STATE OF MINNESOTA, NOW KNOWN AS GUSTAVUS ADOLPHUS COLLEGE, a Minnesota non-profit corporation, Grantor, hereby grants and conveys to the CITY OF SAINT PETER, a municipal corporation, Grantee, its successors or assigns, a temporary easement for construction of utilities over, under and across the property legally described as follows, to-wit:

Parcel "1 TE1" of City of St. Peter Right-of-Way Plat No. 4, according to the Plat thereof on file in the Office of the Nicollet County Recorder.

The Grantor shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the Grantee shall hold and save the said Grantor harmless from any and all damage arising from its use of the right, and easement herein granted and agrees to replace, as close to original with original plants, if possible, and pay any damage or damages which may arise to the property, premises, trees, shrubs, landscaping or rights of the Grantors through Grantee's use, occupation, and possession of the rights herein granted.
The Grantor herein for themselves, their heirs and representatives, do grant the right at all times to Grantee, its employees and agents, to go upon the above described premises for the purpose of erecting, constructing, excavating, and supplying Gardner Road and the utilities, at the discretion of the Grantee, upon completion of the installation of the utilities, the Grantee shall restore the premises to its pre-existing condition.

This Temporary Construction Easement shall expire and be of no further force and effect upon the completion of Gardner Road Trail and in no event later than September 30, 2017.

The terms and provisions hereof shall run with the land and shall extend to and bind the representatives, successors and assigns of the parties hereto.

GUSTAVUS ADOLPHUS COLLEGE

By /s/ Rebecca Bergman
Its PRESIDENT

By /s/ Thomas Rooney
Its CHIEF FINANCIAL OFFICER

STATE OF MINNESOTA)
COUNTY OF Nicollet ) ss.

The foregoing instrument was acknowledged before me this 17th day of December, 2016, by Rebecca Bergman and Thomas Rooney, the President and CFO, Vice President for Finance & Treasurer of GUSTAVUS ADOLPHUS COLLEGE, on behalf of the corporation, Grantors.

/s/ Phyllis Kuhlman
Notary Public

Drafted by:
James W. Brandt
219 W. Nassau,
St. Peter, MN 56082