

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

Joint City Council/School District #508 Board Monday, September 21, 2015
Community Center – Senior Center – 5:30 p.m.

- I. **CALL TO ORDER (BOARD CHAIR)**
- II. **WELCOME (MAYOR)**
- III. **DISCUSSION**
 - A. Goals for the Meeting (Paul and Todd)
 - B. Subcommittee Process Thus Far (Todd)
 - C. Review of Shared Use Agreement (Paul)
 - D. Review of Land Transaction (Todd/Attorneys)
 - E. Process Moving Forward (Paul and Todd)
 - F. Others
- IV. **ADJOURNMENT**

Office of the City Administrator
Todd Prafke

SHARED USE AGREEMENT

FOR ATHLETIC FIELDS ON DISTRICT AND CITY PROPERTY

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

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

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

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

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

A. DISTRICT USE OF CITY PARK:

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

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

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

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

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

B. CITY USE OF DISTRICT SITE:

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

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

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

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

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

C. GENERAL PROVISIONS:

1. The City and the District shall each maintain their individual liability insurance coverage on their respectively owned recreational facilities and parks, playgrounds, athletic fields and other properties. Such insurance shall be provided in an amount no less than the statutory maximum liability for a governmental body within the State of Minnesota as set

forth in Minnesota state law from time to time. Evidence of such coverage shall be furnished to the District or the City by each other as appropriate and as requested from time to time.

2. The City and the District shall develop joint maintenance standards for maintaining parks, playgrounds, trails, parking lots and stormwater ponds. Each party shall be responsible for its' grounds and may enter into maintenance agreements with third parties, including each other, to carry out its' responsibilities under the joint maintenance standards.

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

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

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

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

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

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

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

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

11. It shall be the general practice of the District and the City to provide their respective recreational facilities identified in this agreement in Exhibits A and B to each other at no charge when the use is for the benefit of residents of the City or the District. Except as provided in a mutually developed and accepted reservation lease, neither party shall contract with a third party to allow use of the other parties' recreational facilities without written permission of the other party.

12.

A. Alcohol and Tobacco Policy.

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

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

3. The area shall be appropriately posted; and

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

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

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

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

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

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

Mark Karlsrud
Chair

Timothy Strand
Mayor

Paul Peterson
Superintendent

Todd Prafke
City Administrator

ATTACHMENTS

**EXHIBIT A
CITY LEGAL DESCRIPTION**

**EXHIBIT B
DISTRICT LEGAL DESCRIPTION**

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

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

:

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

**EXHIBIT D
STANDARDS OF CARE AND MAINTAINENCE**

LAND TRADE AND GRADING AGREEMENT

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

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

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

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

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

and

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

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

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the West Half of the Northeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Seventeen (17) in Township One Hundred Ten (110) North, Range Twenty-six (26) West, Nicollet County, Minnesota;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to the **CITY**.

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

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

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

1) Building and zoning laws, ordinances, state and federal regulations;

2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;

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

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

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

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

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

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

B. **Capacity.** Each party has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by each party pursuant hereto.

C. **Hazardous Substances.** Neither party has knowledge of, nor has either party used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. Each party understands and agrees that, as between the parties, each party is solely responsible for liability under any Environmental Laws, including any requisite clean up of any Hazardous Substance, which arise as a result of use of its. To each party's knowledge, neither party has received any written notice from any governmental authority concerning the presence of any Hazardous Substance located on, in or under the Property.

1. **"Environmental Law"** means the Comprehensive Environmental Response, Comparison and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

2. **"Hazardous Substance"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

D. **Proceedings.** To either party's knowledge there is no threatened or pending action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against either party with respect to either party's interest in the Property.

E. **Governmental Notices.** To either party's knowledge neither party has received notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting, subdivision or other law, ordinance or regulation.

F. **Wells; Private Sewage.** Both parties certify and warrant that to its knowledge there is no well on the Property within the meaning of Minn. Stat. 103I. This representation is intended to satisfy the requirements of that statute. Each party certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to each party's knowledge there is no existing or abandoned individual sewage treatment system on the Property.

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

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

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

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

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

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

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

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

St. Peter City Attorney

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

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

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

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

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

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

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

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

Dated: _____, 2015

CITY OF SAINT PETER

By _____
Timothy Strand, Mayor

By _____
Todd Prafke, City Administrator

Dated: _____, 2015

SAINT PETER INDEPENDENT SCHOOL
DISTRICT 508

By _____
Paul Peterson, Superintendent

LAND TRADE AND GRADING AGREEMENT

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

and

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

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

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

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

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

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

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

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

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

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

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

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

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

to the **CITY**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 2015

CITY OF SAINT PETER

By _____
Timothy Strand, Mayor

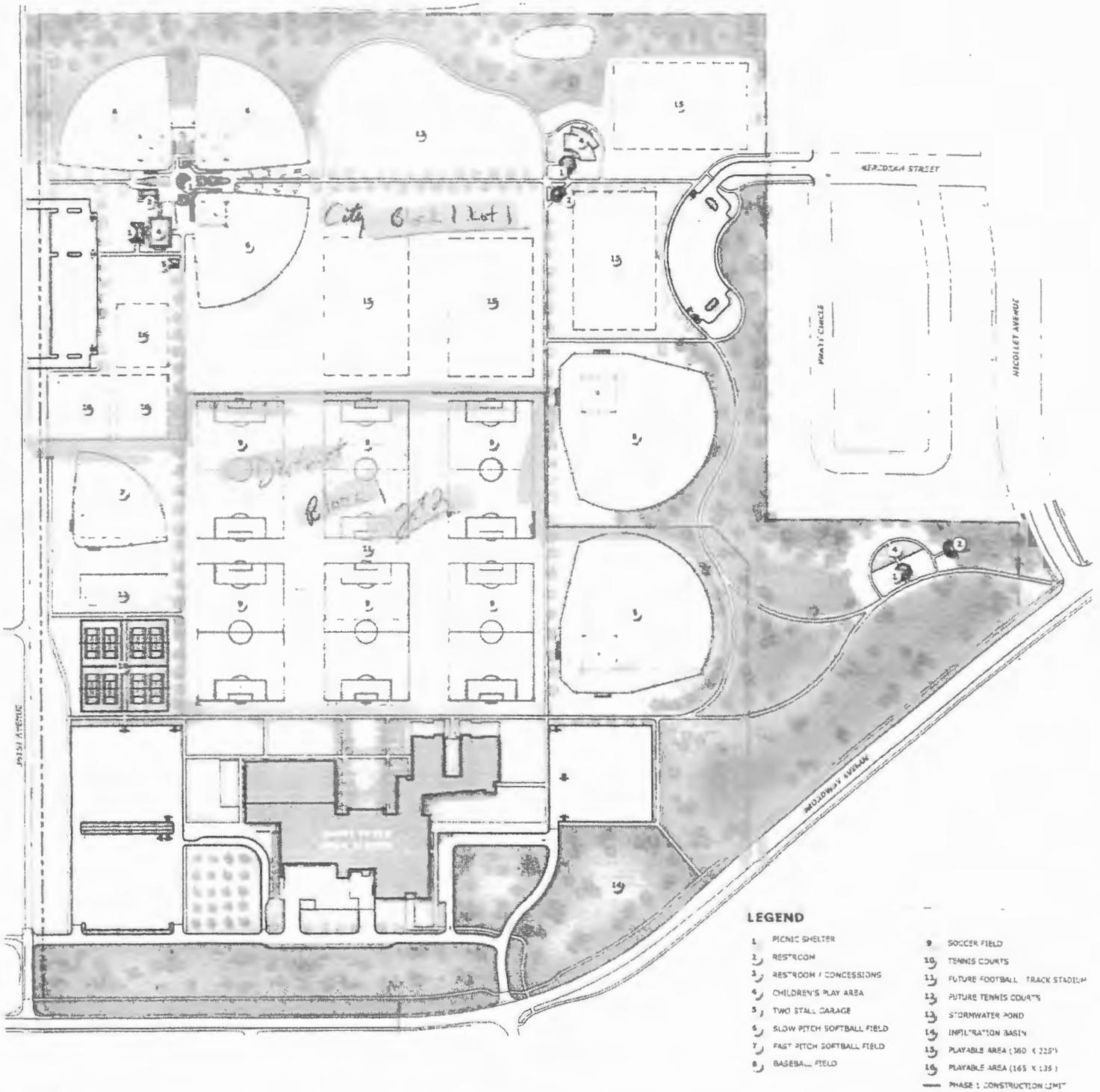
By _____
Todd Prafke, City Administrator

Dated: _____, 2015

SAINT PETER INDEPENDENT SCHOOL
DISTRICT 508

By _____
Paul Peterson, Superintendent

Exhibit A



August 11, 2015
 1500 Project # 15014



Scale 1" = 120'

SAINT PETER HIGH SCHOOL . SCHOOL DISTRICT 508
 SAINT PETER, MINNESOTA

ARCHITECTURE + ENGINEERING - ENVIRONMENTAL - PLANNING

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**KRAUS-ANDERSON,
CONSTRUCTION COMPANY**

Building Enduring Relationships and Strong Communities

8625 Rendova Street NE
P.O. Box 158
Circle Pines, MN 55014
O 763.786.7711
F 763.786.2650
www.krausanderson.com

Handwritten signature

September 21, 2015

Dr. Paul Peterson, Superintendent
St. Peter Public Schools – ISD #508
100 Lincoln Drive
St. Peter, MN 56055

**RE: New St. Peter High School BP #1 – St. Peter, MN
Contract Award Letter**

Dear Dr. Peterson:

This letter is concerning the contract award for the above referenced project that was bid on *September 15th, 2015*.

Kraus-Anderson Construction Company has followed up with the bidder and verified information. We submit the following lowest responsible bidder and their total bid amount:

<u>Work Scope</u>	<u>Contractor, City, State</u>	<u>Bid Amount</u>
WS 31-A Mass Grading & Utilities	Dirt Merchant, Inc. Mankato, MN	Base Bid: \$1,971,335.00

Total Contract Amount: \$1,971,335.00

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at 763-786-7711.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Handwritten signature of Gary D. Benson

Gary D. Benson
Project Director