CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING

Regular City Council Meeting of Monday, September 25, 2017
Community Center Governors' Room - 7:00 p.m.

I. CALL TO ORDER
II. APPROVAL OF AGENDA
III. APPROVAL OF MINUTES
IV. VISITORS
   A. Scheduling of Visitor Comments on Agenda Items
   B. General Visitor Comments

V. APPROVAL OF CONSENT AGENDA ITEMS

VI. UNFINISHED BUSINESS
   A. Ameresco Project Financing Authorization

VII. NEW BUSINESS
   A. Drug Task Force Membership
   B. Police Computer Consortium Joint Powers Agreement
   C. Request for City Assistance: Octoberfest
   D. Request for City Assistance: Haunted Hayride/Snowmobile Show
   E. Hospital Expansion Project Budget Modification
   F. City/School District #508 Roadway Agreement
   G. MVAC Lease Renewal

VIII. REPORTS
   A. MAYOR
   B. CITY ADMINISTRATOR
      1. Sister City Program Update
      2. Broadway Avenue/Highway 169 Projects
      3. Leaf Collection Program
      4. Others

IX. ADJOURNMENT

Office of the City Administrator
Todd Prufke
I. CALL TO ORDER

Mayor Zieman will call the meeting to order and lead the Pledge of Allegiance.

II. APPROVAL OF AGENDA

A motion to approve the agenda, as posted in accordance with the Open Meetings Law, will be entertained. A MOTION is in order.

III. APPROVAL OF MINUTES

A copy of the minutes of the September 11, 2017 regular Council is attached for approval. A MOTION is in order.

IV. VISITORS

A. Scheduling of Visitor Comments On Agenda Items

Members of the audience wishing to address the Council with regard to an agenda item later in the meeting should be noted at this time.

B. General Visitor Comments

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

V. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for September 7, 2017 through September 20, 2017 are attached. Please see the attached staff reports and RESOLUTION.

VI. UNFINISHED BUSINESS

A. ADOPTION OF A RESOLUTION AUTHORIZING FINANCING SOURCE FOR AMERESCO ENERGY SAVINGS PROJECT

Following approval of the Ameresco energy savings project, staff is recommending the funding source for the project be a lease/purchase agreement through Bank of America. Please see the attached staff report and RESOLUTION.

VII. NEW BUSINESS

A. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF UPDATED JOINT POWERS AGREEMENT FOR MINNESOTA RIVER VALLEY DRUG TASK FORCE
The City (Police Department) is a member of the Minnesota River Valley Drug Task Force. The City of Fairmont has asked to become a member of the Task Force and to do so, a modified joint powers agreement must be executed by all members. Approval is recommended. Please see the attached staff report and RESOLUTION.

B. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF UPDATED POLICE COMPUTER CONSORTIUM JOINT POWERS AGREEMENT

Staff recommends authorization be provided for execution of an updated Police Computer Consortium joint powers agreement. Please see the attached staff report and RESOLUTION.

C. ADOPTION OF A RESOLUTION APPROVING REQUEST FOR CITY ASSISTANCE: OCTOBERFEST

The St. Peter Ambassadors have requested City assistance for their annual Octoberfest event to be held in Municipal Lot #5. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF A RESOLUTION APPROVING REQUEST FOR CITY ASSISTANCE: HAUNTED HAYRIDE/VINTAGE SNOWMOBILE SHOW

The Nicollet County Trails Association has requested City assistance for their third annual Haunted Hayride event in the Mill Pond area of Riverside Park. In addition, they have also requested use of Municipal Lot #5 and closure of a portion of West Grace Street for a vintage snowmobile show. Please see the attached staff report and RESOLUTION.

E. ADOPTION OF A RESOLUTION APPROVING MODIFIED BUDGET FOR HOSPITAL EXPANSION PROJECT

The previously approved budget for the Hospital expansion project needs to be modified. Formal action by the Council to adopt a modified budget is recommended. Please see the attached staff report and RESOLUTION.

F. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF CITY/SCHOOL DISTRICT ROADWAY AGREEMENT

Staff recommends authorization be provided for execution of an agreement with School District #508 for the roadway costs at the roundabout near the new High School. Please see the attached staff report and RESOLUTION.
G. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF RENEWAL LEASE WITH MINNESOTA VALLEY ACTION COUNCIL

The lease with MVAC at the Community Center has expired. Staff has negotiated a new lease through December 31, 2019 which is the same term as the other recently renewed leases. Please see the attached staff report and RESOLUTION.

VIII. REPORTS

A. MAYOR

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

B. CITY ADMINISTRATOR

1. REPORT ON SISTER CITY PROGRAM UPDATE

A report will be provided at this time on the most recent Sister City program meeting.

2. REPORT ON BROADWAY AVENUE AND HIGHWAY 99 BRIDGE PROJECTS

A report will be provided at this time on the status of the City's project on the 100 block of Broadway Avenue and MnDOT's Highway 99 Bridge project.

3. REPORT ON CURBSIDE LEAF COLLECTION PROGRAM

A report will be provided at this time on the curbside leaf collection program that will begin in the next few weeks.

4. OTHERS

Any further reports by the City Administrator will be provided at this time.

IX. ADJOURNMENT

Office of the City Administrator
Todd Pratke
Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Governors' Room of the Community Center on September 11, 2017.

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

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

Approval of Minutes — A motion was made by Carlin, seconded by Pfeifer, to approve the minutes of the August 28, 2017 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the August 28, 2017 regular City Council meeting is contained in the City Administrator’s book entitled Council Proceedings 19.

Consent Agenda — In motion by Grams, seconded by Carlin, Resolution No. 2017-139 entitled “Resolution Approving Consent Agenda” was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2017-139 is contained in the City Administrator’s book entitled Council Resolutions 21.

2017 Preliminary Tax Levy Collectible In 2018 — Finance Director O’Connell reviewed the proposed 2017 preliminary tax levy which indicated a tax increase of 8.35%. O’Connell reminded the Council the preliminary levy must be certified to the County by the end of September and the final levy, which would be considered by the Council in December, could be less than or equal to the preliminary levy, but it could not be higher.

O’Connell reviewed the various components of the levy including general fund, special revenue funds, and debt service obligations and stated that every $10,000 in changes would equate to a .20 percent change in the tax rate. O’Connell also noted that the proposed levy increase would equate to a $32.22 per year increase in City taxes on a $150,000 home or $108.47 increase on a $250,000 commercial property. O’Connell stated that when tax capacity numbers are known the Council will review the potential of a portion of the fund balance pay for purchases which are preliminarily planned for an equipment certificate or reassigning $100,000 to the sidewalk program. O’Connell’s report also included information on fund reserve projections; building permit revenue projections; changes in local government aid allocations; increases in employee health insurance premiums; transfers to the General Fund from certain enterprise funds; the insurance fund; and possible fee modifications which will be proposed later in the fall.

Councilmember Brand expressed his belief that the City’s fees, which have not been substantially increased in a number of years, should reflect the actual increases in costs the same as private businesses raise costs.
Councilmember Carlin objected to the additional $100,000 for sidewalk improvements not being included in the preliminary levy and asked to have that funding included.

Mayor Zieman asked what dollar amount the 15.2% increase in health insurance premiums equaled. City Administrator Prafeke indicated the actual cost increase was $140,000.

In motion by Kvamme, seconded by Brand, Resolution No. 2017-140 entitled "Resolution Adopting Preliminary 2017 Tax Levy Collectible In 2018" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2017-140 is contained in the City Administrator’s book entitled Council Resolutions 21.

City Code Modification: Keeping of Honeybees – City Administrator Prafeke provided information on the request made previously by a local resident to modify City regulations to allow for keeping of honeybees on private property. Prafeke noted the draft ordinance allowed for the keeping of up to two hives with additional regulations regarding location of the hives from property lines, water sources, notice to neighboring properties within 100'; beekeeping training; and flyaway barriers. Prafeke also recommended any City Code change become effective April 1, 2018.

Emily Bruflat, 317 West Grace Street, addressed the Council. As the property owner who had requested the City Code modification, Bruflat indicated that several people had expressed support for her request and she appreciated the Council’s willingness to consider the change. Bruflat also expressed some concerns related to the ordinance language and said she hoped to have the “opportunity for tweaks and changes as we move forward”.

Laura Lindell, 742 Sioux Lane, addressed the Council in support of the proposed change as she felt the keeping of honeybees strengthens the ecosystem and that beekeeping was a specialized “art” that is good to pass on to younger people. Lindell also stated her belief that the practice helps anchor homeowners in the community.

James Dontje, 742 Sioux Lane, also expressed support for allowing keeping of honeybees and stated that bees are already in the community as evidenced by a large group of bees that appeared in a tree in his backyard and his belief that the lack of honeybees was becoming a nationwide concern.

Councilmember Kvamme asked for several modifications to the language in the ordinance.

Councilmember Pfeifer expressed his opposition to the change indicating that if people wanted to keep chickens and bees and other animals it was better suited to a hobby farm outside of the city. Pfeifer also expressed concerns for the safety of the three percent of the population for whom bee stings could be deadly.

Councilmember Brand read an extensive amount of information concerning honeybees and the negative impact on the "native pollinators" including passing on of infectious diseases and the amount of pollen collected by the bees to the detriment of the "native pollinators".

Councilmember Carlin disagreed with some of Brand’s comments and stated that it was "unlikely 1-2 hives would cause any negative impact to the native pollinators". Carlin encouraged the Council to consider the fact that without honeybees many of the fruits and vegetables consumed would not be pollinated.
Councilmember Grams relayed his discussion with an entomologist that told him "European honeybees decimate the food source for native pollinators" and the honeybees are voracious pollen eaters that consume the food chain for native pollinators and the bees have done more to destroy the native pollinators than any other insect.

Councilmember Carlin again disagreed and stated that the entire North American food supply hinges on the honeybee and 2-8 hives will have zero impact on the ecosystem.

Mayor Zieman expressed his belief that the hives should not allowed in Saint Peter as bee hives in the City could be fatal for some residents.

In motion by Kvangme, seconded by Carlin, Ordinance No. 34, Third Series entitled "An Ordinance Amending Saint Peter City Code Chapter 8 'Animals', Article IV "Farm, Wild, And Exotic Animals' And Adopting By Reference Saint Peter City Code Chapter 1, Section 1-6, Which, Among Other Things, Contain Penalty Provisions" was introduced with the language changes requested by Kvangme. Upon roll call, Councilmembers Carlin and Kvangme voting aye, Councilmembers Brand, Pfeifer, Grams, and Mayor Zieman voting nay, the Ordinance was defeated.

As the ordinance did not pass, the Council took no action to establish a permit fee for keeping of honeybees.

**City Assistance Request: Homecoming Parade** – City Administrator Prafke recommended approval be provided for the high school homecoming parade scheduled for September 22nd. Prafke noted the staging would take place on the 100-200 blocks of North Third Street and the parade would begin at the intersection of Broadway Avenue/South Third Street and travel south on Third Street before turning west on Grace Street and ending at the Lincoln Drive intersection. Prafke stated City assistance included traffic control and barricades to block intersections. Councilmember Brand suggested the parade was better suited to take place in Community Spirit Park. Councilmember Carlin suggested that parade staging take place in the Veteran’s Memorial Park (swimming pool) parking lots for smaller parades such as homecoming. In motion by Pfeifer, seconded by Grams, Resolution No. 2017-141 entitled "Resolution Authorizing City Assistance For High School Homecoming Parade" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2017-141 is contained in the City Administrator’s book entitled Council Resolutions 21.

**Wells Fargo and Company Divestment** – City Administrator Prafke presented a resolution that would direct staff to, through attrition, divest all City investments with Wells Fargo and Company and make no further investments with Wells Fargo without additional consideration by the City Council.

Councilmember Pfeifer expressed opposition to the action stating that whatever action the City would take would have little effect on the company and it was in the City’s best interest to only consider investments with a company if the investments are secure and taking into consideration the dividend earned by the investment for the betterment of the community.

Councilmember Grams expressed his support for the divestment and stated his belief that “as a group it was important to make a stand on certain issues and be socially conscious about where we invest".
Mayor Zieman indicated he originally agreed with Councilmember Pfeifer, but with the continued problems being uncovered with Wells Fargo’s business practices he saw no reason to continue doing business with the company.

Councilmember Brand indicated his belief that unless the City changes how and who it does business with nothing will change and taking the action sends a clear message. Brand also indicated that the action would send a message to future generations that the City Council stood for something.

Councilmember Kvamme asked that the resolution language be changed to state "...no further investments with Wells Fargo and related companies for a year at which time the City Council will further review."

Councilmember Brand objected to the one year term and stated he can’t support the resolution unless the period is longer.

In motion by Kvamme, seconded by Pfeifer, Resolution No. 2017-142 entitled “Resolution Directing Divestment Of Funds From Wells Fargo And Company” was introduced with the language change. Upon roll call, Councilmembers Kvamme, Grams, Carlin and Mayor Zieman voting aye; Councilmembers Pfeifer and Brand voting nay, the Resolution was declared passed and adopted as modified. A complete copy of Resolution No. 2017-142 is contained in the City Administrator’s book entitled Council Resolutions 21.

**Revolving Loan Requests: Azure Skye LLC (Tamika Bertram)** – Community Development Director Wille presented the Economic Development Authority recommendation for approval of a $25,000 revolving loan to Azure Skye, LLC, the real estate holding company for the properties at 301 and 303 South Minnesota Avenue. Wille noted the recommendation was for approval of $25,000 at zero percent (0%) interest; amortized over ten (10) years; and collateral provided by a subordinate mortgage on the properties, a personal guarantee by Tamika Bertram, and an insurance policy on the real estate naming the City of Saint Peter as an additional insured. Councilmember Kvamme requested clarification on the language for the insurance policy to indicate the insurance must be on the replacement value of the property. In motion by Brand, seconded by Grams, Resolution No. 2017-143 entitled “Resolution Approving A $25,000 Central Business District/Accessibility Enhancement Revolving Loan To Azure Skye, LLC To Partially Finance The Repair And Renovation To 301 South Minnesota Avenue” was introduced with the language changes. Upon roll call, with all in favor, the Resolution was declared passed and adopted as modified. A complete copy of Resolution No. 2017-143 is contained in the City Administrator’s book entitled Council Resolutions 21.

Councilmember Pfeifer left the room at 8:46 p.m.

**MnDOT Highway 169 Project Detour Agreement** – City Administrator Prafke presented the request by the Minnesota Department of Transportation (MnDOT) to enter into a detour agreement for a 32 day window during the 2018 Highway 169 project. Prafke noted that the detour would be for the limited period when the intersection of Highway 22/Highway 169 was not open and would detour traffic onto Old Minnesota Avenue and then St. Julien Street to Highway 169. Prafke also noted that the agreement provided for reimbursement to the City for loss of road life and maintenance during the detour period.

Councilmember Pfeifer returned at 8:48 p.m.
Councilmember Brand asked for a list of stop signs being changed as part of the detour. City Administrator Prafke indicated no stop signs were being changed and directed Council attention to the drawings contained within the agreement that showed all the sign changes that would occur on the detour route.

Councilmember Brand stated that unless he was able to see every traffic condition ahead of time he would not support the detour agreement and reminded everyone of the fatality that occurred the last time the City entered into a detour agreement.

Mayor Zieman noted that the last detour agreement included changes in traffic patterns that would not be present for the 2018 project.

A motion was made by Brand to table action until such time as MnDOT provided a written guarantee of changes to stop signs along the detour. The motion died for lack of a second.

In motion by Kvamme, seconded by Carlin, Resolution No. 2017-144 entitled "Resolution Authorizing Execution Of Detour Agreement With Minnesota Department Of Transportation For 2018 Trunk Highway 169 Project" was introduced. Upon roll call, Councilmembers Pfeifer, Grams, Carlin, Kvamme and Mayor Zieman voting aye, Councilmember Brand voting nay, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2017-144 is contained in the City Administrator's book entitled Council Resolutions 21.

**MMUA Safety Program Renewal** – City Administrator Prafke recommended execution of a renewal safety program agreement with the Minnesota Municipal Utilities Association in the total amount of $28,729.66. Prafke noted the contract had been in place for almost 20 years and the program worked very well to increase the safety of City employees and keep the City's insurance experience modification rate very low. Councilmember Kvamme questioned the difference between the price indicated in the resolution and the price on the contract ($3,000 difference). City Administrator Prafke indicated he believed the price in the resolution included the additional costs for the specialized Linemen training, but he would verify that and confirm to the Council at a later date. Prafke suggested the resolution be modified to indicate the $28,729.66 was a "not to exceed" amount.

In motion by Kvamme, seconded by Brand, Resolution No. 2017-145 entitled "Resolution Authorizing Execution Of Renewal Safety Contract With Minnesota Municipal Utilities Association (MMUA)" was introduced with the "not to exceed" language. Upon roll call, with all in favor, the Resolution was declared passed and adopted as modified. A complete copy of Resolution No. 2017-145 is contained in the City Administrator's book entitled Council Resolutions 21.

**PALS Program Health Assessment Contract** – Recreation and Leisure Services Director Timmerman requested authorization for execution of a contract with Nicollet County Public Health to provide the required health assessments for participants in the Partners In Active Living for Seniors (PALS) program. Timmerman noted that as per the City Council's workshop discussion she had asked River's Edge Hospital and Clinic to provide the assessments and they had declined. In motion by Pfeifer, seconded by Brand, Resolution No. 2017-146 entitled "Resolution Authorizing Execution Of Contract With Nicollet County Public Health For PALS Program Health Assessments" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2017-146 is contained in the City Administrator's book entitled Council Resolutions 21.
Reports

Mayor's Report – Mayor Zieman reported good attendance at the Rock Bend Folk Festival and indicated he had attended the reception for Saint Peter's Emily Annexstad who had been designated as the newest Princess Kay of the Milky Way.

Minnesota River Valley Transit Meeting Schedule – City Administrator Prafke reminded Councilmembers of the September 13th Minnesota River Valley Transit Board meeting which will be held in Le Sueur beginning at 2:30 p.m.

Hurricane Disaster Assistance – City Administrator Prafke reported he had provided assistance through the Texas municipal insurance pool to cities affected by Hurricane Harvey and staff had conducted a bake sale with proceeds going to hurricane assistance. Prafke also noted the large donation to the bake sale from the Pfeiffer Club at the Senior Center.

Ameresco Project Financing – City Administrator Prafke reported the action to designate the financing source for the Ameresco energy savings project had been delayed by bond counsel review and action was planned for the September 25, 2017 regular meeting.

There being no further business, a motion was made by Pfeifer, seconded by Carlin, to adjourn. With all in favor, the motion carried and the meeting adjourned at 9:13 p.m.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator
Memorandum

TO: Honorable Mayor Zieman  
    Members of the City Council

FROM: Todd Prafke  
       City Administrator

RE: Maria Korir – Wage Correction

ACTION/RECOMMENDATION

Provide for a correction to the wage rate for Circulation Clerk Maria Korir.

BACKGROUND

Circulation Clerk Maria Korir was appointed to the position at the July 24, 2017 regular meeting at the rate of $9.50 per hour which was the 2016 wage rate for that position.

The correct starting wage for Circulation Clerk is $9.79 per hour and I recommend the Council take action to specify the correct wage rate for Ms. Korir. If approve the change will be made retroactively to her start date.

This change has been included on the consent agenda for Council consideration.

Should you have any questions or concerns on this action, please don’t hesitate to let me know.

TP/bal
Memorandum

TO: Todd Prafke
City Administrator

FROM: Matt Peters
Chief of Police

RE: Consent Agenda—Surplus Bicycles

ACTION/RECOMMENDATION

Declare the following list of unclaimed bicycles as surplus property.

BACKGROUND

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Property card #</th>
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<tbody>
<tr>
<td>Magna Mountain Tamer blue/silver</td>
<td>PC 16316</td>
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<tr>
<td>Trek Mountain 220 blue</td>
<td>PC 16384</td>
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<tr>
<td>Roadmaster Mountain Climber purple/pink</td>
<td>PC 16367</td>
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<tr>
<td>Lalaloopsy girls pink bike</td>
<td>PC 16394</td>
</tr>
<tr>
<td>Mongoose Bionic white</td>
<td>PC 16359</td>
</tr>
<tr>
<td>Pacific Cachet blue</td>
<td>PC 16340</td>
</tr>
<tr>
<td>Tony Hawk BMX wht/grn</td>
<td>PC 16378</td>
</tr>
<tr>
<td>Huffy Stoney wht/pink</td>
<td>PC 16378</td>
</tr>
<tr>
<td>Huffy Stone Mountain pink/purple</td>
<td>PC 16378</td>
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<tr>
<td>Next black/blue</td>
<td>PC 16351</td>
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Please feel free to contact me should you have any questions or concerns on this agenda item.

MP/
Memorandum

TO: Todd Prafke  
City Administrator

FROM: Cindy Moulton  
Administrative Secretary

RE: Temporary License Applications

ACTION/RECOMMENDATION

Provide approval of temporary license applications.

BACKGROUND

On September 28, 2017 – October 1, 2017, the Saint Peter Ambassadors will be holding the annual Octoberfest on Parking Lot #5. They have applied for a Temporary On Sale Liquor License in order to sell alcoholic beverages and a Temporary Show license to allow entertainment.

Trudi Olmanson, on behalf of Rock Bend Folk Festival, applied for a Temporary Show and Temporary Soft Drink License for their event that took place on September 9-10, 2017. Since the license applications were submitted too late to obtain City Council approval, approval of the licenses was provided by you contingent upon City Council approval.

Please include approval of the license applications on the consent agenda.

Should you have any questions or concerns on this agenda item, please don’t hesitate to contact me.

CM/
<table>
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<tr>
<th>VENDOR SORT KEY</th>
<th>DESCRIPTION</th>
<th>FUND</th>
<th>DEPARTMENT</th>
<th>AMOUNT</th>
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<td>A TO Z RENTAL CENTER</td>
<td>dunk tank for summer celeb</td>
<td>GENERAL FUND</td>
<td>RECREATION/LEISURE SER</td>
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<td>ABEL'S ELECTRIC MOTOR SHOP</td>
<td>fine screen motor</td>
<td>WASTE WATER FUND</td>
<td>SOURCE/TREATMENT</td>
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<td>ADS CONCRETE LIFTING</td>
<td>v-weer clean &amp; caulk catch</td>
<td>STORMWATER FUND</td>
<td>TREATMENT</td>
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<td>hose clamp</td>
<td>ELECTRIC FUND</td>
<td>POWER DISTRIBUTION</td>
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<td>oil</td>
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<td>ALLSTATE PETERBILT OF MANKATO</td>
<td>mode-cylinder vane</td>
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<td>FIRE</td>
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<td>ALPHA WIRELESS COMMUNICATIONS CO</td>
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<td>ADMIN AND GENERAL</td>
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<td>WASTE WATER FUND</td>
<td>ADMIN AND GENERAL</td>
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<td>ADMIN AND GENERAL</td>
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<td>AM HORIZONS TRAINING GROUP</td>
<td>last session of diversity</td>
<td>GENERAL FUND</td>
<td>CITY ADMINISTRATION</td>
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<td>ARROW ACE HARDWARE INC</td>
<td>cleaning supplies</td>
<td>GENERAL FUND</td>
<td>POLICE</td>
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<td>screws, bolts, trowel, cul</td>
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<td>STREETS</td>
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<td>kilz, sanddisc, wasp spray</td>
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<td>chain coil &amp; ball valve</td>
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GRAND TOTAL: 1,493,736.55
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 –

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

RESOLUTION APPROVING CONSENT AGENDA

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

1. The following employee wage correction is hereby approved:

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<tr>
<th>NAME</th>
<th>POSITION</th>
<th>WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Korir</td>
<td>PT Circulation Clerk</td>
<td>$9.79/hour</td>
</tr>
</tbody>
</table>

2. The following business licenses are hereby approved subject to payment of the licensing fee and compliance with all requirements of the City Code:

**Temporary On Sale Liquor**
- St. Peter Ambassadors
- Parking Lot #5
- 9/28/2-017 – 10/1/2017

**Temporary Show**
- St. Peter Ambassadors
- Parking Lot #5
- 9/28/2-017 – 10/1/2017
- Rock Bend Folk Festival
- MN Square
- 9/9/2017 – 9/10/2017

**Temporary Soft Drink**
- Rock Bend Folk Festival
- MN Square
- 9/9/2017 – 9/10/2017

3. The following unclaimed bicycles are hereby declared as surplus property and staff is directed to provide for donation of the bicycles to the Key City Bikes for repairs and donation to charitable organizations for distribution to those in need:

<table>
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<tr>
<th>Description</th>
<th>Property card #</th>
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<tbody>
<tr>
<td>Magna Mountain Tamer blue/silver</td>
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<td>Trek Mountain 220 blue</td>
<td>PC 16384</td>
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<tr>
<td>Roadmaster Mountain Climber purple/pink</td>
<td>PC 16367</td>
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<tr>
<td>Lalaloopsy girls pink bike</td>
<td>PC 16394</td>
</tr>
<tr>
<td>Mongoose Bionic white</td>
<td>PC 16359</td>
</tr>
<tr>
<td>Pacific Cachet blue</td>
<td>PC 16340</td>
</tr>
<tr>
<td>Tony Hawk BMX wht/grn</td>
<td>PC 16378</td>
</tr>
<tr>
<td>Huffy Stoney wht/pink</td>
<td>PC 16378</td>
</tr>
<tr>
<td>Huffy Stone Mountain pink/purple</td>
<td>PC 16378</td>
</tr>
<tr>
<td>Next black/blue</td>
<td>PC 16351</td>
</tr>
</tbody>
</table>

4. The schedule of disbursements for September 7, 2017 through September 20, 2017 is hereby approved.
Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of September, 2017.

ATTEST:

Charles Zieman
Mayor

Todd Pfafke
City Administrator
Memorandum

TO: Honorable Mayor Zieman  
   Members of the City Council

FROM: Todd Prafce  
      City Administrator

RE: Ameresco Energy Savings Program

ACTION/RECOMMENDATION

Authorize the Mayor and City Administrator to execute a lease/purchase agreement with Bank of America for the financing of the Ameresco Energy Saving Program.

BACKGROUND

Members may recall a number of previous presentations with Ameresco on a series of potential energy savings projects. In fact, we have been working on this project for more than a couple of years.

The Council entered into an agreement with Ameresco for provision of the services previously discussed and directed staff to pursue the financing agreement for the project with Bank of America.

The overall agreement provides for a total project expenditure of about $2.65 million. The project would be debt serviced using the energy savings process outlined in State Statute. We believe that the offering of debt placement with Bank of America that was brought to us through Ameresco is the most cost efficient method of financing. Your staff and your Financial Advisor compared the multiple offerings provided through Ameresco as well as a bond issue put out for bids on the open market and the analysis clearly points to the lease/purchase financing as the lowest cost method.

Again, our shared goal with Ameresco is that the energy savings will pay the debt. Part of this agreement provides a guarantee that should the energy savings not pay the debt, Ameresco will either write us a check for the difference or make changes in a facility(s) so that it does. All of this may result in no net change to your finances, (you are trading energy cost for debt service costs), but can provide for improved service, reduced maintenance costs and improved performance while reducing your energy consumption. The Ameresco contract which the Council has already authorized, includes the first two years of savings verifications. Any additional years would be at additional cost. The cost for future studies is set in the contract as well. The need for verification studies in future years can be determined at that time, but Ameresco has indicated that most organizations do not do a study after the first couple of years.
As you know, this project has been a challenge and Public Works Director Moulton and Finance Director O'Connell have done wonderful work related to analysis, negotiating the fine details, and ensuring that pricing was appropriate.

The lease/purchase agreement has been reviewed by Briggs and Morgan through Mary Ippel who serves as the City’s Bond Counsel.

**FISCAL IMPACT:**

The cost of the contract and work to be performed is $2,650,000. The cash for the payment of this work will be developed through this lease/purchase agreement with Bank of America. Repayment is expected through the Electric and Wastewater Funds supported by energy savings.

A projected cash flow for this project is attached and shows that the project savings will not meet debt service needs until about halfway through the debt service term. Shortfalls in cash can impact the overall performance of the Electric and Wastewater funds, but I do not anticipate a significant impact in how you determine rates knowing the projection and assuming it is on target. Since the Council has continued to discuss fund reserve amounts, staff thought it was important to provide information in this way.

**ALTERNATIVES/VARIATIONS:**

Do not act: Staff will wait for additional direction from the Council. There are a number of timelines that would need to change if a significant delay were to occur. Bank of America has held the interest rate for about 30 days and I am sure a delay is likely to mean a change in interest rates.

Negative Vote: Staff will evaluate alternative forms of financing for the project and a discussion about cash position should be brought to the forefront. We could do another form of financing in about 60 to 90 days, but again, our evaluation of the multiple opportunities and market suggest that those would be less cost effective.

Modification of the Resolution: This is always an option of the City Council; however any changes should be reviewed with your Bond Counsel.

Please let me know if you have any additional questions or concerns on this agenda item.

TP/bal
# Guaranteed Energy Savings Contract - Simple Cashflow

## City of Saint Peter

| Project Implementation Cost | $2,650,000 |
| Total Project Price | $2,650,000 |

| Utility Rebates | $169,703 |
| Interim Energy Savings | $35,000 |
| **Total Amount Financed** | $204,703 |

| Additional Capital Contribution Required | $ |

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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EQUIPMENT LEASE/PURCHASE AGREEMENT
(ESCROW ACCOUNT)

This Equipment Lease/Purchase Agreement (the "Agreement") dated as of September 27, 2017, and entered into by and between Bank of America, National Association, a national banking association (together with its successors, assigns and transferees, and as more particularly defined herein, "Lessor"), and the City of Saint Peter, a city existing under the laws of the State of Minnesota ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and,

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means $2,650,000.00. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

"Acquisition Period" means the period ending five (5) business days prior to May 27, 2018.

"Agreement" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

"Contract Rate" means the rate identified as such in the Payment Schedule.
“Disbursement Request” means the disbursement request attached to the Escrow Agreement as Schedule 1 and made a part thereof.

“Equipment” means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

“Equipment Schedule” means the Equipment Schedule attached hereto as Exhibit A and made a part hereof.

“Escrow Account” means the account established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“Lease Term” means the Original Term and all Renewal Terms, with a final Renewal Term ending on September 27, 2037.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, or the Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“Material Adverse Change” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means the Payment Schedule attached hereto as Exhibit B and made a part hereof.

"Prepayment Price" means the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Renewal Terms" means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; provided that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

"Rental Payments" means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"State" means the State of Minnesota.

"Taxable Rate" means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Vendor" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment.

"Vendor Agreement" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.
ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and the Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. As of the date of this Agreement, no Event of Non-appropriation has occurred or is contemplated with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a city of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor’s request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee’s independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.
(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee’s need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee’s financial condition or impairs its ability to perform its obligations under this Agreement or the Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor’s first priority security interest in the Equipment and the Escrow Account and Lessor’s rights and benefits under this Agreement and the Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be
the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) An Escrow Agreement substantially in the form attached hereto as Exhibit I, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;
(iv) An opinion of counsel to Lessee, substantially in the form attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(viii) If Lessee has designated this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as Exhibit G executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under this Agreement and the Escrow Agreement shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.
(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent to be held and disbursed pursuant to the Escrow Agreement.

**ARTICLE IV**

**Section 4.01. Rental Payments.** Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

**Section 4.02. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

**Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

**Section 4.04. Rental Payments to be Unconditional.** Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

**Section 4.05. Tax Covenants.**

Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the
Escrow Account shall not be used in a manner that will cause this Agreement to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includible in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includible in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includible in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account, shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates.
ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to the Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee’s quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component
of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "Inoperable Component") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Lease Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer’s maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

**ARTICLE VI**

**Section 6.01. Title to the Equipment.** During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon Lessee's acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment.

**Section 6.02. Security Interest.** As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Escrow Account and (c) any and all proceeds of any of the foregoing. Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor,
which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Escrow Account and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; provided that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's
compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit F. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond
to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) plus five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section 8.01, the replacement equipment (the "Replacement Equipment") shall be of new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably
request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(b) hereof.

For purposes of this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price plus all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price plus all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and
timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

**ARTICLE X**

**Section 10.01. Prepayment Option.** Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder (except as provided in subsection (c) of this Section 10.01), at the following times and upon the following terms:

(a) **Optional Prepayment.** From and after the date specified (if any) in the Payment Schedule (the “Prepayment Option Commencement Date”), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days’ prior written notice, and upon payment in full of the sum of the Rental Payments then due and all other amounts then owing hereunder plus the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule plus all other amounts then owing hereunder; or

(b) **Casualty or Condemnation Prepayment.** In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee’s notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (1) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due plus (ii) the then applicable Prepayment Price plus (iii) all other amounts then owing hereunder OR, (2) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Prepayment Price shown on the Payment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule) plus (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment plus (iii) all other amounts then owing hereunder; or

(c) **Payment in Full.** Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

After (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with Section 10.01(a) or (b) of this Agreement or (ii) upon the expiration of the Lease Term, payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(c) of this Agreement, Lessor’s security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor’s security interest in such Equipment.
ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Equipment and the Escrow Account, and all proceeds therefrom (collectively, the "Assigned Rights"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; provided, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than $100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Escrow Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Lease Servicer") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to
and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor’s security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor’s security interest in and to the Escrow Account, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee’s right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement or the Escrow Account may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor’s prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an “Event of Default” under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days of the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any payment default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit That is provided by Lessor or any affiliate of Lessor and under which Lessee is an obligor;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered
against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer’s and attorney’s fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor
to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm’s-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and
(iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]
IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-0
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:
City of Saint Peter
227 S. Front Street
Saint Peter, MN 56082
Attention: City Administrator
Fax No.: (507) 934-4917

By: ________________________________
Name: ______________________________
Title: ______________________________

By: ________________________________
Name: Charles Zieman
Title: Mayor

(Seal)

Attest:

By: ________________________________
Name: Todd Prafke
Title: City Administrator

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Form of Equipment Schedule</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Form of Payment Schedule</td>
</tr>
<tr>
<td>Exhibit C-1</td>
<td>Form of Authorizing Resolution</td>
</tr>
<tr>
<td>Exhibit C-2</td>
<td>Incumbency and Authorization Certificate</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Form of Opinion of Lessee's Counsel</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Form of Final Acceptance Certificate</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Form of Self-Insurance Certificate</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Bank Qualification Certificate</td>
</tr>
<tr>
<td>Exhibit H</td>
<td>Form of Notice and Acknowledgement of Assignment</td>
</tr>
<tr>
<td>Exhibit I</td>
<td>Escrow and Account Control Agreement</td>
</tr>
</tbody>
</table>
EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment: See Energy Services Agreement between City of Saint Peter and Ameresco, Inc. dated August 29, 2017.

# Exhibit B

## Payment Schedule

<table>
<thead>
<tr>
<th>Rental Payment Date</th>
<th>Rental Payment Amount</th>
<th>Interest Portion</th>
<th>Principal Portion</th>
<th>Outstanding Balance</th>
<th>Prepayment Price (including prepayment premium, if applicable)</th>
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$3,572,320.76 $922,320.76 $2,650,000.00

**Contract Rate; Taxable Rate.** The Contract Rate is 3.0300% per annum. The Taxable Rate is 4.5804% per annum.

**Prepayment Option Commencement Date.** For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is September 27, 2018.
LESSOR:
Bank of America, National Association

By: ____________________________
Name: __________________________
Title: __________________________

LESSEE:
City of Saint Peter

By: ____________________________
Name: Charles Zieman
Title: Mayor

[Payment Schedule Signature Page]
EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF [_______], AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, [_______] (the "Lessee"), a [city] [county] [school district] [special district] [body corporate and politic] duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State/Commonwealth of [_______], is authorized by the laws of the State/Commonwealth of [_______] to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed $[_______] constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "Agreement") with Bank of America, National Association (or one of its affiliates), as lessor, (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the [_______] [insert title of
of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the ____________________________ of the Lessee is hereby authorized and directed to execute, and the ____________________________ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the ____________________________ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The ____________________________ and ____________________________ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.
ADOPTEO AND APPROVED by the governing body of the Lessee this ______ day of ______.

[______].

as lessee

[SEAL]

By: ____________________________

Printed Name: ____________________

Title: ____________________________

ATTEST:

By: ____________________________

Printed: Name: ____________________

Title: ____________________________
The undersigned, a duly elected or appointed and acting [Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ___ (the “Resolution”), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on __________, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ___ day of __________, 20__.

________________________________________

Name:____________________________________

Title:____________________________________

4-3
EXHIBIT C-2

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, are duly elected or appointed and acting Officers of City of Saint Peter ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of September 27, 2017 by and between Lessee and Bank of America, National Association ("Lessor"), the Escrow and Account Control Agreement dated as of September 27, 2017 among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "Operative Agreements"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

<table>
<thead>
<tr>
<th>Name of Official</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Zieman</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Todd Prafke</td>
<td>City Administrator</td>
<td></td>
</tr>
<tr>
<td>Paula O'Connell</td>
<td>Finance Director</td>
<td></td>
</tr>
</tbody>
</table>

Dated: September 27, 2017

By: ____________________________
Name: Charles Zieman
Title: Mayor

By: ____________________________
Name: Todd Prafke
Title: City Administrator

By: ____________________________
Name: Paula O'Connell
Title: Finance Director

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)
EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

[Closing Date]

Bank of America, National Association
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of ________________, by
and between Bank of America, National Association, as Lessor, and
______________, as Lessee

Ladies and Gentlemen:

As legal counsel to ________________ ("Lessee"), I have examined (a) an executed
counterpart of that certain Equipment Lease/Purchase Agreement, dated as of
______________, and Exhibits thereto by and between Bank of America, National
Association ("Lessor") and Lessee (the "Agreement"), which, among other things, provides for
the lease of certain property (the "Equipment") and a certain Escrow and Account Control
Agreement dated as of ________________ among Lessor, Lessee, and
______________ as Escrow Agent (the "Escrow Agreement"), (b) an
executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of
the transaction contemplated by the Agreement, the Escrow Agreement, and documents related
thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in
connection with the following opinions. The Agreement, the Escrow Agreement and the
documents relating thereto are herein collectively referred to as the "Transaction Documents".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and
   politic], duly organized and existing under the laws of the State, and is a political subdivision of
   the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as
   amended (the "Code") and the obligations of Lessee under the Agreement will constitute an
   obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding
   Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment
   and to execute and deliver the Transaction Documents and to perform its obligations under the
   Transaction Documents.
3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors’ rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other collateral thereunder.

6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor’s gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of ______________ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the Federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,
EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Mail Code: MDS-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 27, 2017, by and between Bank of America, National Association, as Lessor, and City of Saint Peter, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.

6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.

7. No Event of Non-appropriation has occurred or is contemplated.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.
LESSEE:
City of Saint Peter

By: ____________________________
Name: __________________________
Title: __________________________

(Seal)
EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of _____________, (the “Agreement”) by and between [Banc of America Public Capital Corp][Banc of America Leasing & Capital, LLC][Bank of America, National Association], as Lessor, and ________________________, as Lessee

In connection with the above-referenced Agreement, ________________________ (the “Lessee”) hereby warrants and represents to Bank of America, National Association the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is $____________. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $______________].

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee’s self-insurance program is $____________. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $______________].

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee’s self-insurance liabilities is $____________. [Amounts paid from the Lessee’s self-insurance fund are subject to a dollar per claim of $______________].

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____________________________. Amounts payable for claims from such sources are limited as follows: ____________________________.
4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

By: ____________________________

Name: __________________________

Title: ____________________________
EXHIBIT G

BANK QUALIFICATION CERTIFICATE

The undersigned, a duly authorized official of City of Saint Peter (the "Lessee") certifies in connection with the Equipment Lease/Purchase Agreement dated as of September 27, 2017 (the "Agreement") by and between Bank of America, National Association and Lessee as follows:

1. The obligations evidenced by the Agreement are not “private activity bonds” as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Agreement as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed $10,000,000; and

4. Not more than $10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: September 27, 2017

LESSEE:
CITY OF SAINT PETER
By: ________________________________

Name: Charles Zieman
Title: Mayor
EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED ________________________

BANK OF AMERICA, NATIONAL ASSOCIATION ("Assignor") hereby gives notice that it has assigned and sold to ________________________ ("Assignee") all of Assignor’s right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of ________________________ (the "Agreement"), by and between Assignor and ________________________ ("Lessee"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of ________________________ (the "Escrow Agreement") by and among Lessee, Assignor and ________________________, as Escrow Agent, together with the Escrow Account related thereto (collectively, the Assigned Property”). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "Acknowledgement"), the following information about the Agreement is true, accurate and complete:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Rental Payments Remaining</td>
<td></td>
</tr>
<tr>
<td>Amount of Each Rental Payment</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of Rental Payments Remaining</td>
<td>$</td>
</tr>
<tr>
<td>Frequency of Rental Payments</td>
<td></td>
</tr>
</tbody>
</table>
Next Rental Payment Due
Funds Remaining in Escrow Account $ __________

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):
ACKNOWLEDGED AND AGREED:

LESSEE: ____________________________

By: ________________________________

Name: ______________________________

Title: ______________________________

ASSIGNOR: BANK OF AMERICA, NATIONAL ASSOCIATION

By: ________________________________

Name: ______________________________

Title: ______________________________
EXHIBIT I

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated as of September 27, 2017, by and among Bank of America, National Association, a national banking association (together with its successors and assigns, hereinafter referred to as "Lessor"), City of Saint Peter, a city existing under the laws of the State of Minnesota (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of September 27, 2017 between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount ($2,650,000.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

   (a) There is hereby created an escrow fund to be known as the "City of Saint Peter Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

   (b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing

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investment. Accordingly, neither the Escrow Agent nor Lessee shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, “Qualified Investments” means any investments which meet the requirements of Minnesota.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all

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claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent’s reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys’ fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent’s attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent’s powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-Appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the “Effective Date”), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the
Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. **Acquisition of Property.**

(a) **Acquisition Contracts.** Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee’s compliance with the foregoing covenant.

(b) **Authorized Escrow Account Disbursements.** It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) **Requisition Procedure.** No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an “Authorized Representative”) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

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(i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and no Event of Non-appropriation has occurred or is threatened; (vi) such disbursement shall occur during the Acquisition Period; (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (viii) no Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. **Deposit to Escrow Account.** Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. **Excessive Escrow Account.** Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. **Security Interest.** The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or
return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. **Control of Escrow Account.** In order to perfect Lessor’s security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee’s rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the “Collateral”), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Minnesota¹ (“Commercial Code”) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor’s claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right,

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¹ State where lessee is located.

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by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid,
or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender’s receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt. It is understood that Bank of America, National Association is party to this Agreement in two separate and distinct capacities, Lessor and Escrow Agent, with its responsibilities in each respective capacity being administered in separate and distinct locations. It is understood and agreed that for no purpose shall notice to Bank of America, National Association in one such capacity hereunder constitute notice to Bank of America, National Association in its other capacity hereunder.

If to Lessor: Bank of America, National Association 11333 McCormick Road Mail Code: MD5-032-07-05 Hunt Valley, MD 21031 Attn: Contract Administration Fax: (443) 541-3057

If to Lessee: City of Saint Pater 227 S. Front Street Saint Peter, MN 56082 Attn: City Administrator Fax: (507) 934-4917

If to Escrow Agent Bank of America, National Association Global Custody and Agency Services 135 S. LaSalle Street Mail Code: IL4-135-18-51 Chicago, Illinois 60603 Attention: Rise L. Gray Telephone: (312) 992-9527 Fax: (312) 453-3478 Email: dg-gcas_client_service_3@bankofamerica.com.

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and
that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein “Tax Certification” shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and City of Saint Peter as payee. Escrow Agent shall recognize City of Saint Peter as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and the parties hereto consent to jurisdiction in the State of Minnesota and venue in any state or Federal court located in the City of Saint Peter.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them,
wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Bank of America, National Association as Lessor

By: ____________________________
Name: __________________________
Title: __________________________

City of Saint Peter as Lessee

By: ____________________________
Name: Charles Zieman
Title: Mayor

Bank of America, National Association As Escrow Agent

By: ____________________________
Name: __________________________
Title: __________________________

June, 2017
SCHEDULE 1

to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of September 27, 2017 by and between Bank of America, National Association, as Lessor and City of Saint Peter, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of September 27, 2017 (the "Escrow Account and Account Control Agreement") by and among Bank of America, National Association ("Lessor"), City of Saint Peter ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

<table>
<thead>
<tr>
<th>Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)</th>
<th>Invoice Number</th>
<th>Dollar Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

June, 2017

84
(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: ________________________________

CITY OF SAINT PETER

By: ________________________________
Name: ________________________________
Title: ________________________________

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANK OF AMERICA, NATIONAL ASSOCIATION
as Lessor under the Lease

By: ________________________________
Name: ________________________________
Title: ________________________________

June, 2017
EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, are duly elected or appointed and acting officers of City of Saint Peter ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of September 27, 2017 by and between Lessee and Bank of America, National Association ("Lessor"), the Escrow and Account Control Agreement dated as of September 27, 2017 among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "Agreements"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

<table>
<thead>
<tr>
<th>Name of Official</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Zieman</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Todd Prafke</td>
<td>City Administrator</td>
<td></td>
</tr>
<tr>
<td>Paula O'Connell</td>
<td>Finance Director</td>
<td></td>
</tr>
</tbody>
</table>

Dated: September 27, 2017

By: __________________________

Name: Charles Zieman
Title: Mayor

By: __________________________

Name: Paula O'Connell
Title: Finance Director
To be replaced with updated A-2
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 –

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

RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Saint Peter (the "Lessee"), a city duly organized and existing as a municipal corporation of the State of Minnesota, is authorized by the laws of the State of Minnesota to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed $2,650,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "Agreement") with Bank of America, National Association (or one of its affiliates), as lessor, (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided.

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

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and the Administrator of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor and Administrator of the Lessee are hereby authorized and directed to execute, and the Mayor and the Administrator of the Lessee are hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to
the respective parties thereto, and the Administrator of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, an Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor and the City Administrator of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

Section 6. Designation of Qualified Tax-Exempt Obligations; Issuance Limit. In order to qualify the Lease as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Lessee hereby makes the following factual statements and representations:

6.1 the Lease is issued after August 7, 1986;

6.2 the Lease is not "private activity bonds" as defined in Section 141 of the Code;

6.3 the Lessee hereby designates the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

6.4 the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during this calendar year 2017 will not exceed $10,000,000;

6.5 not more than $10,000,000 of obligations issued by the Lessee during this calendar year 2017 have been designated for purposes of Section 265(b)(3) of the Code; and

6.6 the aggregate face amount of the Lease does not exceed $10,000,000.

The Lessee shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this Section 6.
Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator
Memorandum

TO: Todd Prafke
   City Administrator

FROM: Matt Peters
   Chief of Police

RE: DTF Joint Powers Resolution Update

ACTION/RECOMMENDATION

Approve the Resolution reauthorizing participation in the Minnesota River Valley Drug Task Force (DTF).

BACKGROUND

The Saint Peter Police Department has been an active participant in the DTF since 1999. The justifications for participation in the DTF are outlined in the resolution. The best practice mechanism for participation in the DTF is with a Joint Powers Agreement (JPA) which is:

- To accomplish joint activities which one government unit would not have been able to accomplish alone
- To cooperate in providing a very technical and specific service
- "To achieve a greater good"
- To jointly fund a service
- To provide that one entity is not liable for another
- To allow the DTF to procure additional insurance coverage

There is only one change to the JPA from prior years. The city of Fairmont has now joined the DTF.

FISCAL IMPACT:

Membership for the City of Saint Peter is currently $20,416 annually.

ALTERNATIVES/VARIATIONS:
Do not act: staff will wait for further direction.
Negative vote: City of Saint Peter will after a 13 month prior notice sever the relationship with the DTF
Modification of the Resolution: This is always an option of the Council.

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

MP/
MINNESOTA RIVER VALLEY DRUG TASK FORCE
AMENDED JOINT POWERS AGREEMENT

This Agreement amends the Joint Powers Agreement (which became operative on February 1, 1990) to reflect changes in membership since February 1990, and to provide greater detail on task force procedures. This Amended Joint Powers Agreement is effective as of the date all ten participating governmental units have executed this Agreement.

The following governmental units recognize that there are benefits for a coordinated Task Force approach for narcotics laws enforcement:

<table>
<thead>
<tr>
<th>Cities</th>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Mankato</td>
<td>Blue Earth County</td>
</tr>
<tr>
<td>City of North Mankato</td>
<td>Martin County</td>
</tr>
<tr>
<td>City of St. James</td>
<td>Watonwan County</td>
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<tr>
<td>City of St. Peter</td>
<td>Nicollet County</td>
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<tr>
<td>City of Madelia</td>
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<tr>
<td>City of Fairmont</td>
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</tr>
</tbody>
</table>

To provide coordinated enforcement, it is beneficial for neighboring governmental units to share their resources;

In consideration of the mutual covenants contained herein, said governmental units agree pursuant to M.S. 471.59 as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide law enforcement resources for narcotics laws enforcement in the jurisdictions of the governmental units which are party to this Agreement.

2. **METHOD:** The Minnesota River Valley Drug Task Force is a group of law enforcement officers working together under the direction of the Board of Directors for the purpose of narcotics laws enforcement within the boundaries of the governmental units party to this agreement.

   Any peace officer assigned to or working with this Task Force is hereby deputized by the governing body of the governmental unit that they enter pursuant to this Agreement for the period of time that they are operating pursuant to and under the authority of this Agreement.

   Law enforcement officers may enter the territory of a governmental unit of a party to this Agreement with full police powers in the following circumstances and under the following conditions:

   A. Any investigation relating to the narcotics enforcement mission of the Task Force.

   B. Any investigation relating to a crime in progress or criminals in flight observed by a peace officer assigned to or working with the Task Force.
3. **BOARD OF DIRECTORS:** The Minnesota River Valley Drug Task Force shall be governed by a Board of Directors. The Board of Directors shall consist of the Sheriff or Chief of Police of each participating governmental unit or a substitute law enforcement officer designated by the Sheriff or Chief of Police to serve in his/her place. Each board member shall have one vote. A prosecuting attorney appointed by the Blue Earth County Attorney shall also be a Board member and shall have one vote.

4. **RECEIPT OF FORFEITURE ASSETS:** All assets generated through seizure/forfeiture in narcotics law enforcement cases conducted by Task Force officers or participating governmental units shall be forwarded to the Task Force and shall remain the property of the Task Force until such time as the entire Task Force is dissolved. Such forfeited assets shall be forwarded to the Task Force whether derived from an investigation by Task Force officer, by Task Force officers in conjunction with other law enforcement agencies, or by law enforcement agencies of participating governmental units acting independently of Task Force officers.

5. **DISTRIBUTION OF FORFEITURE FUNDS:** Any asset seizures related to Task Force investigation that results in state court-ordered forfeitures must be disbursed according to Minnesota Statute 609.5315, Subd. 5:

   Minnesota Statute 609.5315, Subd. 5: Distribution of Money. The money or proceeds from the sale of forfeited property, after payment of seizure, storage, forfeiture, and sale expenses, and satisfaction of valid liens against the property must be distributed as follows:

   A. 70 percent of the money proceeds must be forwarded to the appropriate property agency for deposit as a supplement to the agency's operating fund or similar fund for the use in law enforcement,

   B. 20 percent of the money or proceeds must be forwarded to the county attorney or other prosecuting agency that handled the forfeiture for deposit as a supplement to its operating fund or similar fund for prosecutorial purposes, and

   C. the remaining ten percent of the money or proceeds must be forwarded within 60 days after resolution of the forfeiture to the state treasury and credited to the general fund. Any local police relief association organized under Chapter 423 which received or was entitled to receive the proceeds of any sale made under this section before the effective date of Laws 1988, Chapter 665, Sections 1 to 17, shall continue to receive and retain the proceeds of these sales.

Under this section, three (3) checks shall be written. The check to the State Treasurer should be sent to:

   **TREASURER’S OFFICE**
   **303 SHERBURNÉ AVE.**
   **ST. PAUL, MN 55155**

And contain reference to Minnesota Statute 609.5315, Subd. 5.

The remaining checks shall be written and delivered to the appropriate law enforcement agency and prosecuting agency.

6. **DEFEND AND INDEMNIFY:** All parties to this Agreement agree to jointly share in any and all expenses incurred in defending against any and all claims, losses, damages, or lawsuits for damages arising from or related to the acts of the Task Force members and their agents in the performance of the duties contemplated by this Agreement. This
provision is not intended to increase liability limits for participating governmental units or stack liability limits of governmental units.

7. **EXPENDITURES:** Any expenditure over $1,500.00 requires approval of the Board of Directors, and any narcotics “buy” over $1,000.00 requires prior approval of the Task Force Commander.

8. **FISCAL AGENT:** The County of Blue Earth shall serve as fiscal agent. The Blue Earth County Sheriff will serve as the authorized signatory for any official documents, financial records, grant documents, etc., as approved by Board of Directors. The finance director for Blue Earth County shall receive and disburse funds and keep financial records. As fiscal agent, the County of Blue Earth is authorized to initiate civil court actions, at the request of the Board of Directors, in furthering of Task Force goals.

9. **SUPERVISION:** The day-to-day supervision of the Task Force shall be provided by a Task Force Commander who is appointed by majority vote of the Board of Directors.

The Task Force Commander assigned to the Minnesota River Valley Drug Task Force will act as the daily coordinator of the Task Force officers and agents assigned from participating agencies.

Duties of the Task Force Commander will include:

A. Provide effective leadership and administrative coordination of the Minnesota River Valley Drug Task Force.
B. Direct officer/agent assignments and manpower as necessary on a daily basis for given investigations.
C. Direct field operations.
D. Strengthen communications and cooperation with other law enforcement agencies in and outside of the geographic region.
E. Provide effective training programs for participating personnel, the costs of which shall be absorbed by the agency employing the officer in question with prior approval from the officer’s employer.
F. Act as a liaison with the Command Staff as well as Investigative Divisions of all participating agencies concerning significant case developments, overtime, disciplinary problems, and other performance.

10. **PERSONNEL:**

A. Each governmental unit is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with FLSA regulations and departmental policy.

B. Each governmental unit of the Minnesota River Valley Drug Task Force shall be responsible for acts of its participating officers/agents and shall incur any liabilities arising out of the service and activities of those officers while participating in the Minnesota River Valley Drug Task Force. Personnel assigned to the Minnesota River Valley Drug Task Force shall have the same duties, powers, privileges,
responsibilities, immunities, and jurisdictions as conferred upon them as officers of their own jurisdictions.

C. Temporary recall of personnel and/or equipment by a participating agency will be coordinated with the Task Force Commander.

D. A two-year or longer assignment of personnel is preferred.

E. All personnel assigned to the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and shall be subject to the directive of that Commander regardless of position or rank in their respective agencies.

F. Management from participating law enforcement agencies, with the input of the Minnesota River Valley Drug Task Force, will handle all actions of a disciplinary nature concerning law enforcement personnel from their agencies.

11. **EQUIPMENT**: The Task Force or the participating governmental unit will provide all equipment needed for the operation of the Minnesota River Valley Drug Task Force. In the event of negligence by a Task Force employee, the individual employee and/or agency may be responsible for the repair or replacement of the equipment. Vehicles assigned to the Task Force officers will be provided by the Task Force. Insurance for these vehicles will be the responsibility of the governmental unit providing the Task Force officer. Participating governmental units are expected to properly equip officers/agents assigned to the Minnesota River Valley Drug Task Force with equipment necessary to complete the effective investigations and safe enforcement operations.

12. **REPORTS**: Officers assigned to the Minnesota River Valley Drug Task Force will continue to use their respective agency reporting system unless all participating agencies agree at a later time to a reporting system change. Intelligence information will be submitted by the Minnesota River Valley Drug Task Force Commander through the Mid-State Organized Crime Information Center. The Task Force Commander will develop an annual report that will be sent to all participating agencies in the Task Force.

13. **MEDIA**: All media releases concerning arrests and investigations conducted by the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and the chief of police or sheriff of the participating governmental units.

14. **FUNDING**: Each participating governmental unit agrees to provide whatever resources are agreed to by the Board in a yearly proposal. Those resources may be personnel and/or financial in nature and are designed to assist in the operation of the Task Force. Resources may also be provided in kind (e.g. furnishing office space) at the discretion of the Board of Directors. The Task Force fiscal agency at this time is the County of Blue Earth. They shall be charged with the responsibility of keeping all financial records, filing required reports in connection with any grant funding, and complying with any required or requested financial audits.

15. **PURCHASE OF EVIDENCE: PAYMENT OF INFORMANTS (BUY FUNDS)**: The Minnesota River Valley Drug Task Force will supply funds within existing policy for the purchase of evidence by members of the Minnesota River Valley Drug Task Force. Officers/agents assigned to the Minnesota River Valley Drug Task Force will be required to obtain receipts for expenditures of all buy funds in accordance with existing policy, as well as submit monthly expenditure reports to the Minnesota River Valley Drug Task Force.
outlining expenditures of Minnesota River Valley Drug Task Force funds. Offices/agents assigned to the Minnesota River Valley Drug Task Force will also be subject to inspection and/or audit of their respective buy fund accounts and expenditures. Officers/agents assigned to the Minnesota River Valley Drug Task Force will adhere to the reporting and policy requirements for the expenditure of funds as required by task force policy and accepted practices and methods.

16. **TERMINATION:** Any party may terminate the terms of this agreement by giving thirteen (13) months’ written notice to the other participating governmental units. Notice of intent to terminate this Agreement must be given no later than December 1 of the year proceeding the year of designated termination.

17. **DISSOLUTION:** The Task Force may be dissolved by majority vote of the Board of Directors. Any Task Force assets shall be divided among the governmental units participating in the Task Force at the time of dissolution. Distribution will be based on populations of participating governmental units. (Simplified example: If Task Force assets are $100,000.00 and combined populations of participating governmental units is 100,000, and Mankato population is 30,000 and Blue Earth County is 30,000 not counting the City of Mankato, then Mankato receives $30,000.00 and Blue Earth County receives $30,000.00, etc.) Non-liquid asset values shall be determined by the fiscal agency.

18. **AMENDMENTS:** This agreement may be amended only in writing and upon the consent of the governing bodies of all of the parties.

19. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal agent.

20. **RECORDS, ACCOUNTS AND REPORTS:** The books and records of the Minnesota River Valley Drug Task Force shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, Subd. 5.
21. Each signer certifies that the governing body of the governmental unit which they represent has passed a resolution authorizing entry into this Joint Exercise of Powers Agreement and that the signer has the authority to execute this Agreement on behalf of their governmental unit.

Participating Cities:

__________________________
City of Mankato Director of Public Safety
Date: ______________________

__________________________
Mankato City Manager
Date: ______________________

__________________________
City of North Mankato Chief of Police
Date: ______________________

__________________________
North Mankato City Administrator
Date: ______________________

__________________________
City of St. James Chief of Police
Date: ______________________

__________________________
St. James Mayor
Date: ______________________

__________________________
City of St. Peter Chief of Police
Date: ______________________

__________________________
St. Peter City Administrator
Date: ______________________

__________________________
City of Madelia Chief of Police
Date: ______________________

__________________________
Madelia City Administrator
Date: ______________________

__________________________
City of Fairmont Chief of Police
Date: ______________________

__________________________
Fairmont City Administrator
Date: ______________________
Participating Counties:

Blue Earth County Sheriff

Date: __________________________

Blue Earth County Board Chair

Date: __________________________

Martin County Sheriff

Date: __________________________

Martin County Board Chair

Date: __________________________

Watonwan County Sheriff

Date: __________________________

Watonwan County Board Chair

Date: __________________________

Nicollet County Sheriff

Date: __________________________

Nicollet County Board Chair

Date: __________________________
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 - ___

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

RESOLUTION REAUTHORIZING SAINT PETER POLICE DEPARTMENT PARTICIPATION IN THE MINNESOTA RIVER VALLEY DRUG TASK FORCE

WHEREAS, drugs permeate our society—rich, poor, children, adults, students, professionals—all are touched in one way or another by the influx of drugs in our community; and

WHEREAS, drugs harm our society, children and institutions and destroy families and result in drug related deaths; and

WHEREAS, drugs pose a threat to the security of our community and the safety of the public through the flood of illicit drugs into our communities—and the huge amount of crime caused by drugs; and

WHEREAS, drug traffickers ignore the boundaries of local police and criminal justice agencies; and

WHEREAS, criminal justice agencies charged with protecting the publics sometimes have not conferred; and

WHEREAS, these and kindred realities mean that coordination of criminal justice efforts is essential to protecting the public against drug crime and abuse in Saint Peter and the Minnesota River Valley region; and

WHEREAS, fostering coordination and cooperation among local, state, and federal criminal justice agencies is the thread that connects all of the Minnesota River Valley Drug Task Force’s work; and

WHEREAS, the Minnesota River Valley Drug Task Force facilitates coordination and cooperation through a variety of means; and

WHEREAS, use of the Minnesota River Valley Drug Task Force concept is intended to insure a well coordinated drug enforcement effort regionally, to maximize combined law enforcement resources and to increase the flow of drug related intelligence information between the various law enforcement agencies participating in the combined drug enforcement program; and

WHEREAS, the mission of the Minnesota River Valley Drug Task Force will be to significantly diminish the availability, use, sale and distribution of illegal drugs in the region.

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

1. The City Administrator is hereby authorized to enter into a Joint Powers Agreement with the Minnesota River Valley Drug Task Force.
2. The Saint Peter Police Department agrees to provide funding in the amount of $20,416 pro rata. Resources may be in personnel or financial in nature and are designed to assist in the operation of the Task Force.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of September, 2017.

Charles Zieman
Mayor

ATTEST:

Todd Praefke
City Administrator
Memorandum

TO: Todd Prafke  
City Administrator

FROM: Matt Peters  
Chief of Police

RE: Computer Consortium Joint Powers Resolution Update

ACTION/RECOMMENDATION

Authorize execution of the Joint Powers Agreement for the South Central MN Computer Consortium for the Police Department

BACKGROUND

Information systems are the essential circuitry of modern organizations, often determining how problems are defined and how progress is evaluated. They frequently help determine how work is done, often who does it, and sometimes what is done.

Organizational strategy no longer can be separated from information technology strategy, for the organizational effects of information systems no longer are limited to efficiency gains. In information-intensive businesses (for example, the provision of medical services or insurance), information systems can make or break an executive's strategy and thus help or hinder the process of change.

Without doubt, policing is an information-intensive business. The kinds of data stored or not stored within police information systems help determine to what a police department pays attention. The way that data are arranged within data files helps determine the types of analysis that can be performed and the uses to which they can be put. The manner in which information flows around a department largely determines which matters are nominated for attention at different levels and who makes which decisions, and may have profound effects upon the relative status of different categories of employees. The content and form of information released to the public help determine the framework within which the department is held accountable to the community, and plays a significant role in fashioning public expectations.

Properly managed, information systems can serve as a powerful tool in the hands of progressive police executives. They can improve resource allocation, increase efficiency and effectiveness of existing operations. They also can help redefine the work, emphasize new values, and facilitate the development of new partnerships.

If badly managed, however, they can frustrate managerial purposes, enshrine old values, emphasize outdated and inappropriate performance measures, give power to the wrong people, perpetuate old ways of doing business, create false or misleading public expectations, destroy
partnerships, and impose crippling restrictions on new styles of operation—apart from their propensity to consume tax dollars.

Advances in technology do not inevitably advance the performance of police departments. Police departments must manage technology rather than allow them to be managed by it.

The creation of the Multi-Jurisdictional Records Management Consortium is the best approach available for us to manage technology. It has allowed the Saint Peter Police Department to move from a simple automated record keeping system to implementing a dynamic, relational database of records and department information.

This consortium system has improved agency-operating conditions, enhance efficiencies and encourage vital information sharing with other agencies. The system allows agencies to use the information for more advanced crime analysis and management.

Automated records management systems results in benefits such as reducing data entry and error rates, increasing efficiency and saving time—thus money. The following were also created or enhanced:

- Software that is Y2K compliant (remember Y2K!)
- Software modules that are fully integrated
- Enhancing in-vehicle computing and in 2018 moving to in-vehicle reporting
- Planning for disaster response and recovery for communications centers
- Sharing information on persons and incidents throughout the area
- Software meeting present legislative mandates and flexible enough to meet future needs
- Interconnection of records systems to Minnesota BCA
- Software that insures compliance with FBI and NCIC demands
- Finding ways to manage the costs of these expensive systems
- A system that enhances the philosophy of problem-solving policing

We are not local anymore. That is the reality. In order for our citizens to be safe, I think it is important to keep such infrastructure up-to-date. As our society becomes even more mobile, or because we are so mobile, I think, we need to keep constructing systems like this one, which help us work and communicate with our neighbors.

FISCAL IMPACT:

The cost of membership for the City of Saint Peter is currently $8,427 annually. This amount has been budgeted.

ALTERNATIVES/VARIATIONS:
Do not act: Should the Council take no action on the proposed modification staff would wait for further direction.

Negative Vote: If you determine that leaving this cooperative effort is best, we will need to look towards purchasing our own system that serves this purpose. I have not priced out a stand-alone system, but it is difficult for me to imagine that we can find cost saving in a similar system being used by only one jurisdiction.

Modification of the Resolution: This is always an option of the City Council; however, any changes to the agreement itself would involve additional negotiation with all the member entities.

Please feel free to contact me should you have any questions or concerns on this agenda item.
JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM

1. **Name.** The parties hereby establish the South Central MN Computer Consortium which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 471.59.

2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

   Blue Earth County Sheriff's Office       Blue Earth Police Department
   Faribault County Sheriff's Office        Eagle Lake Police Department
   Martin County Sheriff's Office           Fairmont Police Department
   Waseca County Sheriff's Office           Janesville Police Department
   Lake Crystal Police Department          Madison Lake Police Department
   Mankato Department of Public Safety      St. Peter Police Department
   Waseca Police Department                Wells Police Department
   Winnebago Police Department

   New parties may be added following the creation of this organization by following these same steps. This Agreement superseded any and all prior agreements.

3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring coordination to plan for the needs of the South Central MN Computer Consortium. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning and coordination, costs incurred to plan, implement and maintain a Records Management System (RMS), Computer Aided Dispatch (CAD) system, Jail Management System (JMS), and Mobile Computer System (MCS).

4. **Representation and Governance.** Each party to this agreement is entitled to a representative at all Board meetings. Voting on items of interest (as outlined in section 3) will be held at Board meetings, as outlined in the By-laws. Board members will perform governance functions, as outlined in the By-laws.

   4.1. **Governing Board.** The governing board formed pursuant to this Joint Powers Agreement shall be known as the Board.

   4.1.1. **Membership and Representation.** The Board shall be constituted as follows: one (1) member designated by each party. Each party shall appoint one member and one alternate. Each party shall be responsible for appointing replacements as consistent with their administrative appointment policies.
4.1.2. **Documentation.** Resolutions or other documentation of designation shall be filed with the individual parties as well as with the Board.

4.1.3. **Members not Employees.** Members of the Board shall not be deemed to be employees of the Board and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the party who appointed the member.

4.1.4. **Ex Officio Members.** The Board may designate ex officio members to serve on the Board. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as an officer of the Board and are ineligible to attend any Board meeting closed pursuant to Minn. Stat. Ch. 13D (Open Meeting Law).

4.1.5. **Ad Hoc or Sub-committees.** The South Central MN Computer Consortium may request as necessary party representatives to form ad hoc, sub-Board and/or oversight committees. The Board shall have the authority to appoint such committee members as it deems necessary to fulfill the purpose of this agreement. Ad hoc or sub-committees will be used solely as advisory groups to the Board to determine action, votes or direction for the Board. Ad hoc or sub-committees may be asked to work with contractors in advisory roles for the Board.

4.1.6. **Meetings.** The Board shall comply with the requirements of Minn. Stat. Ch. 13D. The Board shall have regular meetings at such times and places as the Board shall determine and shall give notice pursuant to Minn. Stat. section 13D.04, subd. 1. Special meetings may be held on reasonable notice by the Board pursuant to Minn. Stat. section 13D.04, subd. 2. Emergency meetings may be held and notice given pursuant to Minn. Stat. section 13D.04, subd. 3.

4.1.7. **Quorum and Voting.** A quorum shall consist of no less than 51% of members or alternates eligible to vote. No action may be taken unless a quorum is present. Board action shall be determined by a majority of the votes cast at the meeting.

4.2. **By-Laws.** The Board may adopt By-laws to govern its operation. Such By-laws shall be consistent with this agreement and applicable laws.

5. **Duties of the Board.** The Board shall formulate a program to carry out its purposes pursuant to section 3.
6. **Reservation of Authority.** All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this agreement shall act as a waiver by a participating party of its individual power and legal authority to provide the services contemplated for this agreement as outlined in the Purpose section 3 above.

7. **Powers of the Board.**

7.1. **General Powers.** The Board is hereby authorized to exercise such authority and powers common to the parties as is necessary and proper to fulfill its purposes and perform its duties. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. Such authority shall include the specific powers enumerated in paragraph 7.2.

7.2. **Specific Powers.**

7.2.1. **Contracts.** The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this agreement shall conform to the requirements applicable to contracts and purchases of the fiscal agent of the Board. The Board may approve any contract relating to this agreement up to the amounts of the grant agreements and may authorize the Chair or Vice Chair to execute those contracts.

7.2.2. **Funds.** The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All funds shall be accounted for according to generally accepted accounting principles.

7.2.3. **Gifts and Grants.** The Board may apply for and accept gifts, grants or other property or assistance from the United States government, the State of Minnesota, any tribal government, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift or grant relating thereto, and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the parties.

7.2.4. **Fiscal Agent.** The Board may contract with any of its parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to paragraph 7.2.1
above. The fiscal agent shall not advance pass through or expense reimbursement grant funds to any parties. The parties acknowledge that if grant terms require provision of documentation by the fiscal agent for any purpose including securing reimbursement from the grantor, the receiving party must provide the documentation to the fiscal agent on the schedule established by the fiscal agent so that sufficient processing time is available to pass the information through to the grantor. The fiscal agent will make reasonable efforts to gather and pass on required documentation, but staff absences or work load may delay this process. The fiscal agent will not be responsible for any interest or fees due to delayed pass through of funds which result from receiving party’s failure to provide documentation on a timely basis. The fiscal agent will be not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by a receiving party for a grant unless agreed to in writing in advance by the fiscal agent.

7.2.5. Legal Authority. The Board may contract with any of its parties to serve as legal authority for the Board and act as advisor for contracts and grant matters for the Board.

7.2.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

8. Budgeting and Funding.

8.1. Expenses, Dues, Accountability. The parties understand and acknowledge that the activities and duties of the Board are to be funded first by grant monies from the federal government, state government or other associations and agencies. Dues may be assessed on new parties, or as outlined in the By-laws. All funds shall be accounted for according to generally accepted accounting principles. A report of all receipts and disbursements shall be forwarded to the parties prior to the quarterly board meetings and on an annual basis. The Board shall review and approve the financials at the Board meetings.

8.2. Federal and State Grant Funds Available to Parties. The parties understand and acknowledge that federal and state grant funds may be made available for the purposes of improving and enhancing local government units' RMS, CAD system, JMS, and MCS. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to county parties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Board will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit any party from unilaterally applying for,
receiving and expending grant funds made available for the purposes identified in this paragraph.

9. Liability, Indemnification and Hold Harmless, and Insurance. This section shall survive termination of this agreement or a party’s withdrawal from the agreement.

9.1. Applicability. The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this agreement. The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

9.2. Indemnification and Hold Harmless. The SOUTH CENTRAL MN COMPUTER CONSORTIUM shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SOUTH CENTRAL MN COMPUTER CONSORTIUM. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided under Minn. Stat. section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minn. Stat. section 471.59, subd. 1a(b). Pursuant to that statute, the parties to this agreement expressly decline responsibility for and are not liable for the acts or omissions of the other parties to this agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties, subject to the sole exception set forth below.

Any party who receives grant dollars passed through by the fiscal agent, agrees to save and hold harmless the fiscal agent’s party for any determinations by any granting authority that grant dollars used by or received by the party were used for an illegal or unauthorized purpose and therefore must be repaid to the State or Federal government granting authority. In that event, the party agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If the fiscal agent, solely in its own discretion, agrees to be an intermediary in any repayments for a party in this situation, that party agrees to cooperate fully with the fiscal agent and to not delay any necessary payments. The party agrees to reimburse the fiscal
agent for any reasonable costs incurred by the fiscal agent related to assisting
the party or caused by complying with the requests of the granting authority
related to funds received by the party.

9.3. **Insurance.** The Board shall obtain such insurance it deems
necessary to indemnify the Board and its members for actions of the Board
and its members arising out of this agreement, distinct from insurance which
may be provided by each party, and consistent with the risk exposure of the
Board under the state tort liability limits found in Minn. Stat. Ch. 466.

9.4. **Property Insurance.** The Board may obtain insurance covering any
property acquired by the Board which is not subsequently passed through
to the parties.

10. **Term.** The Board shall be constituted and the term of this agreement shall
commence upon approval and signature of a majority of the entities listed in
section 2. The agreement shall be in effect only with respect to the parties who
have approved and signed it.

11. **Withdrawal and Termination.**

11.1. **Withdrawal.** Any party may withdraw from this agreement upon
ninety (90) days written notice to the other parties. Withdrawal by any party
shall not terminate this agreement with respect to any parties who have not
withdrawn. Withdrawal shall not discharge any liability incurred by any party
prior to withdrawal. Such liability shall continue until discharged by law or
agreement.

11.2. **Termination.** This agreement shall terminate upon the occurrence of
any one of the following events: (a) when necessitated by operation of law
or as a result of a decision by a court of competent jurisdiction; or (b) when
a majority of parties agree to terminate the agreement upon a date certain.

11.3. **Effect of Termination and Withdrawal.** Termination shall not
discharge any liability incurred by the Board or by the parties during the term
of this agreement. Upon termination, property or surplus money held by the
Board shall then be distributed to the parties in proportion to contributions
of the parties. Financial obligations shall continue until properly discharged,
discharged by law, this Agreement or any other Agreement. Upon
termination by a party, the party may retain personal property, software and
hardware it has received and owns, but shall forfeit any unexpended funds
it has contributed to the consortium. The RMS, CAD, JMS, Mobile
Computer System, its hardware and software, is owned by the consortium
and may be disbursed by agreement of all parties or upon final termination
of all parties to this agreement.
12. **Miscellaneous.**

12.1. **Amendments.** This agreement may be amended only in writing and upon the written consent of the governing bodies of all of the parties.

12.2. **Review.** The parties agree to review the terms of the agreement every five (5) years after the commencement of this agreement.

12.3. **Records, Accounts and Reports.** The books and records of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. section 16C.05, subd. 5.

12.4. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Board Chair.

12.5. **Merger.** This agreement constitutes the entire agreement between the parties as to the matters addressed in this agreement. No waiver, consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement other than those contained in any By-laws which may be adopted by the Board intended to help carry out the terms of this agreement.

12.6. **Waiver.** The failure of any party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

12.7. **Assignment.** No party may assign its interest in this agreement.

12.8. **Applicable law.** This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.9. **Concurrence.** By executing this agreement, the parties acknowledge that they: (a) enter into and execute this agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this agreement’s terms and conditions, and to consult an attorney before signing this agreement; (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.
JOINT POWERS AGREEMENT
SOUTH CENTRAL MN COMPUTER CONSORTIUM

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Approved as to form (ADOPTED):

JURISDICTION OF ________________

By: ____________________________ By: ____________________________
   Legal Authority                  Board/Council Chairperson

Date: __________________________ Date: __________________________

Attest: __________________________
       City Clerk/County Auditor

Date: __________________________
RESOLUTION AUTHORIZING POLICE RECORDS SYSTEM JOINT POWERS AGREEMENT

WHEREAS, the Saint Peter Police Department is committed to cooperation and partnership with allied agencies in the area of a Records Management System (RMS); and

WHEREAS, the Saint Peter Police Department is committed to enhancing in-vehicle computing; and

WHEREAS, the Saint Peter Police Department is committed to planning disaster response and recovery for communications centers; and

WHEREAS, the Saint Peter Police Department is committed to the interconnection of records systems between police agencies, the Minnesota Criminal Justice Information System and Minnesota Criminal Justice Records System; and

WHEREAS, the Saint Peter Police Department is committed to a computer records management system that is compliant with federal regulations, and viable into the future; and

WHEREAS, the Saint Peter Police Department is committed to managing the cost of these systems; and

WHEREAS, the Saint Peter Police Department to best business practices as outlined in MN Statutes.

WHEREAS, it is in the best interest of the citizens of Saint Peter to cooperate and collaborate with police agencies having similar goals and objectives in the management of police records systems; and

WHEREAS, The City of Saint Peter supports entering into a joint powers agreement called the South Central MN Computer Consortium as a means to show continued cooperation and participation with the purchase and development of a Multi-Agency Records Management System.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby authorized to enter into an agreement with the South Central Minnesota Computer Consortium.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

Charles Zieman
Mayor

ATTEST:

Todd Praike
City Administrator
TO: Honorable Mayor Zieman  
Members of the City Council
FROM: Todd Prafke  
City Administrator
RE: Request for City Assistance: Oktoberfest

ACTION/RECOMMENDATION

Authorize certain City assistance for Oktoberfest.

BACKGROUND

The Saint Peter Ambassadors have submitted a request for City assistance for an event called "Oktoberfest" that they wish to hold in Municipal Parking Lot #5 located at the southwest corner of West Grace Street/South Minnesota Avenue intersection. The event would take place on September 28-30, 2017.

The organizers have communicated their plan with City staff and the recommendation from staff is as follows:

The St. Peter Ambassadors will be allowed to:
- Use Parking Lot #5 starting after 12 noon on September 28th to 3:00 p.m. on October 1st for their Oktoberfest event including installation of a large tent and stage in the parking lot providing the Ambassador's comply with Gopher State One-Call requirements. This authorization is being provided contingent upon the lot and surrounding sidewalk areas being returned to pre-event condition when the event is completed.
- Use City owned portable light standards with generators with costs being paid to the City as outlined in the municipal fee schedule.
- Use of approximately thirty (30) City owned picnic tables.

The City will provide for the following:
- Scheduling of Police Reserves to assist with the event with costs to be reimbursed to the Police Reserves by the Ambassadors.
- Allowing music to be played until 11:00 p.m. on Thursday, September 28th; Friday, September 29th and Saturday, September 30th.
- Closure of West Grace Street from the intersection with Highway 169 west to the alley on the 200 block of West Grace Street from 1:00 p.m. on September 28th until midnight on September 30th.
The authorization would be provided contingent upon the St. Peter Ambassadors providing for the following:

- Prior to the event provide the City Administrator's Office with a certificate of insurance in an amount not less than $1,500,000 per occurrence naming the City as an additional insured.
- Obtain all necessary licenses, including a show license and the appropriate beverage licenses, from the City prior to the event.
- Provide appropriate lighting, restroom and refuse facilities for the event.
- Ensure that all vendors are appropriately licensed.
- Return the site to pre-event condition upon completion of the event.

Please note that this year's request did not include a request for a parade.

FISCAL IMPACT:

Estimated cost to the City for providing this assistance is approximately $4,500.

ALTERNATIVES/VARIATIONS:
Do Not Act: No further action will be taken without additional direction from the Council.
Denial: Staff would notify the Ambassadors of the Council's decision.
Modification of the Resolution: This is always an option of the Council.

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

TP/bal
July 17, 2017

Todd Prafke, City Administrator
St. Peter City Council
227 S. Front Street
St. Peter, MN 56082

Re: Octoberfest
Thursday, September 28, 2017 through Saturday, September 30, 2017

Dear Mr. Prafke:

On behalf of the St. Peter Ambassadors, I would like to indicate our hope that the City can allow us the exclusive use of the Minnesota Avenue parking lot again this year for the Octoberfest. The plan is again to prepare the site on the Thursday before the event and take down all tents and other property on Sunday, October 1, 2017. We further request the assistance of the City and provision of tables and traffic control measures as have been graciously provided in the past.

The Committee will be happy to meet with you and any necessary members of City Staff at your convenience to assure that the activity is commenced and carried forward appropriately.

Thank you for your anticipated cooperation; and should you have any questions, please feel free to contact myself or Mr. John Mayer of the Committee.

Sincerely,

[Signature]

Michael K. Riley, Sr.
Committee Member

MKR:cke

cc: John Mayer
Brian Mayo
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 -

STATE OF MINNESOTA
COUNTY OF NICOLLET
CITY OF SAINT PETER

RESOLUTION APPROVING CITY ASSISTANCE FOR ST. PETER AMBASSADOR'S OCTOBERFEST EVENT

WHEREAS, the City Council wishes to promote cultural events in Saint Peter's downtown that provide for activities that are inclusive of the entire community; and

WHEREAS, a request has been received from the St. Peter Ambassadors to hold a community event (Oktoberfest) in Municipal Parking Lot #5 located at the corner of Highway 169 and West Grace Street; and

WHEREAS, this request includes planning for security, waste, sanitation and vending; and

WHEREAS the City Council has, from time to time, provided a variance from current regulations concerning excessive noise.

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

1. The St. Peter Ambassadors will be allowed to:
   - Use Parking Lot #5 starting after 12:00 noon on September 28th to 3:00 p.m. on October 1st for their Oktoberfest event including installation of a large tent and stage in the parking lot providing the Ambassador's comply with Gopher State One-Call requirements. This authorization is being provided contingent upon the lot and surrounding sidewalk areas being returned to pre-event condition when the event is completed.
   - Use City owned portable light standards with generators with costs being paid to the City as outlined in the municipal fee schedule.
   - Use of City owned picnic tables.

2. The City will provide for the following:
   - Scheduling of Police Reserves to assist with the event with costs to be reimbursed to the Police Reserves by the Ambassadors.
   - Allowing music to be played until 11:00 p.m. on Thursday, September 28th, Friday, September 29th and Saturday, September 30th.
   - Closure of West Grace Street from the intersection with Highway 169 west to the alley on the 200 block of West Grace Street from 1:00 p.m. on September 28th until midnight on September 30th.

3. The authorization is provided contingent upon the St. Peter Ambassadors providing for the following:
• Prior to the event provide the City Administrator’s Office with a certificate of insurance in an amount not less than $1,500,000 per occurrence naming the City as an additional insured.
• Obtain all necessary licenses, including a show license, from the City prior to the event.
• Provide appropriate lighting, restroom and refuse facilities for the event.
• Ensure that all vendors are appropriately licensed.
• Return the site to pre-event condition upon completion of the event.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

______________________________
Charles Zieman
Mayor

ATTEST:

______________________________
Todd Praffe
City Administrator
TO: Honorable Mayor Zieman  
Members of the City Council  

FROM: Todd Prafke  
City Administrator  

RE: Request For City Assistance: Haunted Hayrides  

DATE: 9/20/2017  

ACTION/RECOMMENDATION  

Provide approval for City assistance for a fundraising event sponsored by the Nicollet County Trails Association in Riverside Park beginning October 19th through the evening of October 28th and a vintage snowmobile show using Municipal Lot #5 and a portion of Grace Street on October 28th from 7:00 a.m. – 4 p.m.  

BACKGROUND  

The Nicollet County Trails Association has submitted a request for City assistance for a fundraising event to be held on two weekends in October in Riverside Park. The hayrides would begin and end at the Mill Pond area of Riverside Park, but would mostly take place within the southern portion of the park south of the Mill Pond and east of the homes along South Front Street. This is their third year and their request includes an expansion in days, hours and activities.  

The minimum maintenance road that would be utilized to enter this area of Riverside Park is normally blocked by large concrete barricades. These would be temporarily removed by the City. City employees access this section of the park on Walnut Street and utilize the area for snow storage during the winter.  

With the exception of having the event on two separate weekends and allowing activity until 11:00 p.m., the request is similar to that submitted in 2015 and 2016. My specific recommendations for approval of this request are included on the proposed resolution.  

In addition, the Association is requesting use of Municipal Parking Lot #5 at the southwest corner of the West Grace Street/Highway 169 intersection for a vintage snowmobile show on Saturday, October 28th. Setup of the event would begin at 7:00 a.m. and the show would continue to 4:00 p.m. As part of this event, the organizers are also requesting closure of that portion of 200 block of West Grace Street from the Highway to the alley. Specific requests related to this portion of the event are also included in the proposed resolution.  

Funds raised by the event will be used to groom and maintain snowmobile trails in and around Saint Peter.
The organizers would be required to submit a certificate of insurance naming the City as an additional insured in an amount of not less than $1,500,000 per occurrence. This is the same requirement other community event organizers must comply with.

FISCAL IMPACT:

The expected fiscal impact to the City is approximately $1,500.

ALTERNATIVES/VARIATIONS:
Do Not Act: Should the Council choose to take no action on the request, Association officials will be notified and the events will not take place.
Negative vote: Association officials will be notified of the Council's action.
Modification of the Resolution: This is always an option of the City Council.

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

TP/bal
August 29, 2017

Todd Prafke
City Administrator
227 South Front Street
Saint Peter, MN 56082

Dear City Administration Office,

As a fundraiser for the Nicollet County Trails Association, we would like to hold the first vintage snowmobile show (October 28th) and the annual Mill Pond haunted hayride event in Saint Peter. This year the dates would be Thursday, October 19th and running through Saturday October 28th (Thursday, October 19 – Saturday October 21 and Friday October 27 – Saturday October 28th – 5p.m. to 11p.m with gates opening at 4pm). All areas will be cleaned of litter each evening and early morning the following day.

*Tulip Insurance Supplement has been accepted by the Nicollet County Trails Association for 2 million dollars

The Nicollet County Trails Association is requesting support from the City of Saint Peter in making this day possible. The following requests are as followed.

1. Reservation of Mill Pond – trail 2, south side of Mill Pond
   a. Trail starts on Old Market Street
   b. Continues through Riverside Park via NCTA trail
2. Permission to have attendees park along South Front Street and Municipal Lots
3. We request the use of public restrooms at the Mill Pond
4. Permission to have a concession wagon selling hot dogs, brats, cider and cocoa
   a. No food or drink on the ride
   b. No alcohol at this event
5. Permission to have a wagon set up to sell pumpkins, squash and gourds
6. For October 28th
   a. Grace Street to be blocked off from Highway 169 to the alley from 7 a.m. to 4 p.m. *snowmobiles are to be lined up along the street
   b. Use of Lot 5 for parking of trucks and trailers
   c. We request permission to install a canopy as a registration area
   d. We request the use of 5 city picnic tables
   e. Permission to have sandwich boards on the road next to registration table
   f. Permission to sell buttons as a form of payment
The following items will be supplied by the Nicollet County Trails Association

1. 3 current model tractors pulling caged wagons with straw bale seating
   a. 100+ horse power
   b. 4x4
   c. Stopping and starting anywhere on the trail
   d. All drivers will be over 21 years of age with a valid driver’s license
2. All wagons have safety chains, a staircase for loading and unloading passengers
   a. Handicap accessible
   b. 3' high metal mesh with tarp to prevent actors from entering area between tractor and wagon to scare people
3. Trails will consist of approximately 22 scenes
   a. A new trail route has been designed due to water in low lying areas
   b. This trail has been moved further away from homes on South Front Street
4. Tiki Torches will be used along the trail
   a. Wire-tied to a steel t-post preventing them from rolling over
   b. Water barrels will be placed along the trail route
5. Approximately 3 fire rings made of steel barrels will be used in some scenes
   a. Emergency water barrels will be near by
6. 2-way radios will be used to provide efficient communication between traffic workers, scene operators and tractor drivers
7. Quiet generators will be used in certain scenes
8. Members of the Saint Peter Fire Department will be on scene
   a. In case of fire
   b. First responders
9. Traffic, loading and unloading personnel will be provided and wearing reflective vests
10. Safety fence will be put up separating the active trail and waiting line
11. For October 28th
   a. Porta potty rental through Seppmann and Sons - handicap accessible in Lot 5
   b. Curbside garbage bins in Lot 5
   c. Additional parking will be provided by First National Bank in their parking lot
   d. Family Dollar is aware of the event as long as their entrance off of Grace Street is not blocked

Contacts

Kenny Johnson 507-327-8200
Jamie Lorentz 507-327-6523
Allan Campbell 763-439-6256
Timeline of the Event

Thursday October 19th
4:00 p.m. Gates open
5:00 p.m. Ride and concessions available
11:00 p.m. Event Closes for the night

Friday, October 20th
4:00 p.m. Gates open
5:00 p.m. Ride and concessions available
11:00 p.m. Event Closes for the night

Saturday, October 21st
12:00 p.m. Kids Event
   Corn pit, bouncy house, mini train ride, straw bale maze, straw pile climb,
   picture stands and s'mores
4:00 p.m. Gates open
5:00 p.m. Kids Event is complete and evening event begins
11:00 p.m. Event closes for the night

Friday, October 27th
4:00 p.m. Gates open
5:00 p.m. Ride and concessions available
11:00 p.m. Event Closes for the night

Saturday, October 28th
7:00 a.m. – set up for snowmobile show
8:00 a.m. – open for registration and snowmobile placement
10:00 a.m. – open to the public
1:00 p.m. – judging
2:00 p.m. – awards ceremony
3:00 p.m. – tear down and clean up

Grace Street blocked off from 169 to the alley from 7 a.m. to 4 p.m.

4:00 p.m. Gates open
5:00 p.m. Ride and concessions available
11:00 p.m. Event Closes for the night
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
V & V Insurance Agency Inc
Po Box 159
Cresco IA 52136

DATE
DATE

V & V Insurance Agency Inc

Nicollet County Trail Assn
2010 Haughton Ave
North Mankato MN 56003

Date

CovAges

President: Dan VanGraa
Date: 06/30/2011

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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Description of Operations/ Locations/ Vehicular (ACORD 101, Additional Remote Subsites, may be attached if more space is required)

Snowmobile Club and Trail Liability Insurance, including liability coverage for (3) groomers. See attached form CG7501 regarding contracted landowners for trail usage. Premise liability coverage is Excluded on this policy.

Certificate Holder

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION –
VICARIOUS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ALL STATE SNOWMOBILE ASSOCIATION AND SNOWMOBILE CLUB DESIGNATED TRAIL LANDOWNERS
FOR USE OF LAND FOR SNOWMOBILE TRAIL USAGE ONLY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" resulting from any act or omission by, or willful misconduct of the additional insured shown in the Schedule, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 -

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

RESOLUTION APPROVING REQUEST FOR CITY ASSISTANCE FOR NICOLLET COUNTY TRAILS ASSOCIATION HAUNTED HAYRIDES AND VINTAGE SNOWMOBILE SHOW

WHEREAS, the Nicollet County Trails Association Snowmobile Club has requested City assistance for two fundraising events on City owned property; and

WHEREAS, the Association wishes to provide haunted hayrides beginning and ending at the Mill Pond area of Riverside Park; and

WHEREAS, the rides will include travel through the southern portion of Riverside Park on the minimum maintenance road and other trails; and

WHEREAS, the organizers have also requested use of Municipal Parking Lot #5 on October 28th for a vintage snowmobile show; and

WHEREAS, the City Council has previously approved City assistance for certain community events; and

WHEREAS, funds raised by the event will be used to groom and maintain snowmobile trails in and around Saint Peter; and

WHEREAS, staff recommends approval of the request for City assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: The request by the Nicollet County Trails Association for City assistance for the Haunted Hayrides event is hereby approved as follows:

1. The Association will be allowed to:
   - Use Riverside Park and the Mill Pond area for the event for the period October 19-28, 2017. The hayride events will occur on weekend evenings from approximately 4:00 p.m. – 11:00 p.m. each night. City staff will remove and replace the concrete barriers currently installed at the north entrance to the minimum maintenance road.
   - Use the Mill Pond restroom facility during the event hours.
   - Sell non-alcoholic refreshments and pumpkins, gourds and squash at the Mill Pond during the event.
   - Use the City Hall lot and adjoining on-street parking for event parking.
   - Use Municipal Parking Lot #5 on Saturday, October 28th from 7:00 a.m. – 4:00 p.m. for parking of trucks and trailers.
   - Use the one-half block of West Grace Street from Highway 169 to the alley for display of snowmobiles.
   - Installation of a canopy tent contingent upon following all Gopher State One-Call requirements and restoring the roadway/asphalt to the original condition.
• Use of five City picnic tables.
• Erect sandwich board signs on the closed roadway.

2. The approval is contingent upon the Association:
• Providing a staircase with railings for loading and unloading riders.
• Only utilizing wagons which are in good condition and outfitted with safety chains.
• Providing a ramp for use by disabled individuals.
• Taking other appropriate safety measures to ensure the safety of passengers.
• Wagon drivers being at least 21 years old with valid driver’s licenses.
• Removing all debris from the event areas and along the trail at the conclusion of the events.
• Providing handicap accessible port-a-potties at the Mill Pond event.
• Obtaining all necessary food and beverage licenses from the City and Nicollet County prior to the event.
• Allowing access to the park for those using the campground, if the campground is still open.
• Providing written notice of the event to the properties abutting the trail/hayride route.
• Providing the City with a certificate of insurance naming the City as an additional insured in an amount of not less than $1,500,000 per occurrence.
• The Saint Peter Police Department shall have the authority to end the event based on noise complaints and/or safety concerns.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

_________________________________________
Charles Zieman
Mayor

ATTEST:

_________________________________________
Todd Prafke
City Administrator
Memorandum

TO:       Honorable Mayor Zieman  
           Members of the City Council

FROM:    Todd Prafte  
          City Administrator

RE:       Hospital Expansion Budget Modification

ACTION/RECOMMENDATION

Authorize an increase to the Hospital expansion project budget in the amount of $2,550,000.

BACKGROUND

As you know the Hospital Commission has taken action and is recommending a change in the overall budget parameters on this project. Since the Hospital is owned by the City and you previously set the budget, additional action on your part is needed to allow the recommended modification.

Please find attached your resolution from March 27, 2017 setting the budget. That budget includes use of cash from Hospital reserves and placement of debt with the United States Department of Agriculture (USDA).

The amount of your budget was originally set as follows:
$28,650,000 Debt with USDA
$2,596,000 Hospital Reserves (cash contribution)

The recommendation from the Hospital Commission is:
$28,650,000 Debt with USDA
$5,146,000 Hospital Reserves (cash contribution)

The increase in the budget is driven by:
• Expand Emergency Room for increased treatment space; adds psychiatric observation/holding facilities;
• Double the capacity of the Ambulance Garage;
• Adds new Ambulance Crew quarters;
• Increases the structural height and window area of the Lobby/Public Area for more natural lighting;
• Replaces the original 2003 rooftop mechanical units;
• Upgrades the new RTU’s to custom selected modular components from limited selection prepackaged units,
- Increases capacity of the emergency power system to air condition Surgery, Emergency and Patient rooms;
- Provides radiant heat at patient room window walls for increased occupancy comfort,
- Builds a new entrance to City park across North Sunrise Drive from the relocated REHC main entrance.

The overall project meets a number of goals that positively impact both the community and Hospital that have been discussed by both the Commission and Council. Some of those are:

- Additional patient beds
- Allows for more Swing Bed patients and new/different patient care
- Additional surgery space and operating rooms
- Provides space to increase volume and increase different types of surgery services
- Additional Emergency Department space and Treatment Rooms and consolidates Urgent Care
- Provides space for behavioral health patients and provides efficiencies by consolidating Urgent Care and EMS.
- Additional Physical and Occupational Therapy Space and Treatment Rooms
- Provides timely services through additional treatment spaces
- Single public entrance
- Provide convenient facility public access and improve security
- Food Service
- Provide in-house patient, staff, and visitor food service
- Expanded Laboratory space and specimen collection rooms
- Improves workflow and blood banking capacity
- Visitor Parking Lot will be level
- Improves physical terrain hazard

The Expansion Project's impact to the Hospital's space:

Current Square footage: 60,000
Renovated Square footage: 40,000
New Square footage: 33,500

The Commission took action to recommend this budget change at their last meeting.

FISCAL IMPACT:

The impact is a use of Hospital cash reserves and the resulting cash flow as shown on the attachment included. No additional debt is planned. A resolution is needed for the application to USDA. Staff believes that this is within your ability to pay for through use of cash. Additionally the debt service falls within the acceptable parameters that were discussed as a part of your previous resolution and the analysis completed by Eidie Baley.

It is important to remember that passing this resolution does not authorize a project. A number of steps and approvals by the Council, including authorization to solicit bids, acceptance of bids and entering the debt agreement with USDA are still needed, but setting your budget and loan amounts are an important part of the process.

ALTERNATIVES AND VARIATIONS:
Do not act. Staff will wait for additional direction. We do have a deadline for this action as it is required for the USDA loan application.
Negative vote. The old budget would be maintained and the Hospital team would work to prioritize and cut from the current, Commission recommended, plan.
Modification of the resolution. This is always an option of the City Council.

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

TP/bal
CITY OF SAINT PETER, MINNESOTA
RESOLUTION NO. 2017 - 46

STATE OF MINNESOTA
COUNTY OF NICOLLET
CITY OF SAINT PETER

RESOLUTION DIRECTING STAFF ACTION RELATED TO 2017 RIVER'S EDGE HOSPITAL
AND CLINIC EXPANSION PROJECT

WHEREAS, the City Council has been exploring options for expansion of River's Edge Hospital
and Clinic (REHC); and

WHEREAS, funding for the project may be available through the USDA; and

WHEREAS, USDA requirements call for establishment of a maximum project amount before submission of a loan application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT:  Staff is directed to provide for the following actions related to the 2017 River's Edge Hospital and Clinic Expansion Project:

1. Establish a maximum project cost of $31,250,000 of which the USDA loan application is planned to be $28,645,000 and funding from REHC reserves is planned to be $2,596,000.

2. Prepare and submit a loan application in the amount of $28,645,000 to the USDA Rural Development loan program.

3. Direct the Project Architect to proceed with development of project schematics.

4. Councilmembers Pfeifer and Grams shall be appointed to a Construction Manager Selection Subcommittee along with two members of the Hospital Committee.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 27th day of March, 2017.

Mayor

ATTEST:

City Administrator
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 -

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

RESOLUTION APPROVING MODIFIED BUDGET FOR 2018 RIVER'S EDGE HOSPITAL AND CLINIC EXPANSION PROJECT

WHEREAS, the City Council has been exploring options for expansion of River's Edge Hospital and Clinic (REHC); and

WHEREAS, funding for the project may be available through the USDA; and

WHEREAS, USDA requirements call for establishment of a maximum project amount before submission of a loan application; and

WHEREAS, an initial project budget was adopted by the City Council on March 27, 2017; and

WHEREAS, the Hospital Commission recommends modification of the budget due to additional analysis of the scope of the project and increased costs related to materials and labor to provide for construction; and

WHEREAS, the modified budget must be adopted by formal action of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: The maximum project cost of $33,796,000 with $28,650,000 of the cost as debt with USDA and a cash contribution in the amount of $5,146,000 from Hospital Reserves.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

______________________________
Charles Zieman
Mayor

ATTEST:

______________________________
Todd Prafke
City Administrator
Memorandum

TO: Honorable Mayor Zieman
    Members of the City Council

FROM: Todd Prafske
      City Administrator

RE: Roadway Cooperative Agreement Update

ACTION/RECOMMENDATION

Approve the attached resolution directing the Mayor and City Administrator to enter into a Cooperative Construction Agreement with School District #508 for design, construction and maintenance of CSAH 5 from 361st Avenue to Sunrise Drive.

BACKGROUND

At your last goal session you provided direction related to three primary options for payment by the District. Those options included cash, land in Traverse Green or an assessment. After additional discussion with the Superintendent and his discussion with the Board of Education, they have indicated that a combination of cash and the Traverse Green forgiveness best meets their needs.

As you have discussed previously, the plan for payment of roadway improvements on CSAH 5 (Broadway) was that the City would pay approximately 50% of the roundabout cost of which about one-half would be reimbursed to the City by the School District. A draft agreement has been completed by the Attorney for the School District and your City Attorney. The School Board took action at their meeting last Monday to provide approval.

From a financial perspective the basic deal looks like this:

- The School will pay a not to exceed amount of $485,000 which is their share of the roundabout (25%) and about 70% of the right turn lane onto Township Road 361.
- Payment will be based on the remaining balance of what the City owes the District for land which is now Traverse Green (about $210,000) and the remainder is cash when all the construction numbers are evaluated and calculated by the Nicollet County Engineer. As you may recall this was a County Project.

FISCAL IMPACT:

The City will receive both funds and a deed release for the land that is now Traverse Green. The cash you receive will be put into the Permanent Improvement Revolving (PIR) fund and
tentatively set aside for future roadway efforts example by Township Road 361 or another project that could be designated by the City Council.

Please note that the number could change a bit based on two factors. The first factor is final calculation of actual costs as determined by the Nicollet County Engineer. The second of which is how many lots are sold in Traverse Green prior to the settlement date.

The City will pay its share through Municipal State Aid (MSA) dollars as previously discussed and determined in your action to enter the construction agreement with Nicollet County.

The resolution directs the money be placed in the Public Improvement Revolving fund for future use as determined by the Council for additional road work example by use on Township Road 361 or another purpose that could be determined by the Council now or later.

ALTERNATIVES AND VARIATIONS:
Do not act. Staff will wait for additional direction. While I do not see any strategic advantage in a delay if action is taken in the next 30 days, I foresee no problems either.
Negative vote. The City would not receive the funding that was agreed to.
Modification of the resolution. This is always an option of the City Council.

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

TP/bal
COOPERATIVE CONSTRUCTION AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT #508 AND THE CITY OF SAINT PETER
FOR DESIGN, CONSTRUCTION, AND MAINTENANCE OF CSAH 5 FROM 361ST AVENUE
TO SUNRISE DRIVE

THIS AGREEMENT, made and entered into this ______ day of September, 2017, by and between
the City of Saint Peter, a municipal corporation, organized under the laws of the State of
Minnesota, party of the first part, hereinafter referred to as "CITY", and Independent School
District #508, St. Peter Minnesota, an Independent School District organized under the laws of
the State of Minnesota, party of the second part, hereinafter referred to as "SCHOOL";

WITNESSETH:

WHEREAS, the SCHOOL and CITY have been engaged in discussions, studies, engineering;
and designing the reconstruction and improvement of CSAH 5 from 361st Avenue to Sunrise
Drive to include a roundabout intersection connecting Gardner Road, a/k/a Jefferson Street and
the new St. Peter High School campus to CSAH 5 together with a right hand turn lane to 361st
Avenue off of CSAH 5; and

WHEREAS, portions of said reconstruction and improvement project involving CSAH 5 are
necessitated by the construction of the new St. Peter High School; and

WHEREAS, Nicollet County shall be responsible for costs for improvements to CSAH 5 that are
not directly associated with the construction of the new St. Peter High School; and

WHEREAS the Nicollet County Board has adopted a cost participation policy related to cost
sharing for projects of this nature; and

WHEREAS, it is the desire of both of the parties to enter into a written agreement regarding the
cost sharing and payment for costs related to said design, reconstruction, improvement, and
maintenance of said section of CSAH 5 as required by Nicollet County Department of Public
Works Cost Participation Policies (Exhibit B).

NOW, THEREFORE, pursuant to Minnesota Statutes §471.59 and in consideration of the mutual
covenants and promises hereinafter contained, it is agreed by and between the CITY and
SCHOOL as follows:

A. That this agreement shall apply only to the reconstruction, improvement, and maintenance
of the portion of CSAH 5 from 361st Avenue to Sunrise Drive.

B. Prosecution of said work shall be performed by Nicollet County or its contractors.

C. SCHOOL agrees to do all things necessary to coordinate construction activities with the
County's Contractor including development of joint schedules, coordination of site access
points and provision of design consultation to ensure appropriate access to the SCHOOL
property.

D. Nicollet County has adopted a policy for the cost sharing between the CITY and the County
of costs for improvements to County Highways within a municipality, said policy being
adopted by the Nicollet County Board of Commissioners on September 22, 2009, (a copy
of which is attached hereto and made a part hereof for reference), shall apply to the
improvements on the described CSAH 5. Said County policy shall be further modified by
the following agreement by the CITY and SCHOOL to apportion and share said costs as
depicted on Exhibits A and A-1 and A-2 attached as follows:

The construction cost of the roundabout is to be allocated to each of its approach
legs and shall include all components associated with each leg approach, including
the center raised median, curb, truck apron, and roadway markings. The SCHOOL
shall be responsible to pay the costs associated with the leg that connects
SCHOOL's entry as depicted on Exhibit A. In addition, the SCHOOL shall also be
responsible to pay to CITY those costs associated with the right-hand turn lane to
be constructed on CSAH 5 at the intersection with Township Road 361. SCHOOL
shall have no responsibility for maintenance of the roadway, the approach leg, the
roundabout and median. In addition, the SCHOOL shall be responsible to pay
25% of the roundabout design, reconstruction; improvement and inspection costs;
in addition to paying for 70% of the cost of the turn lane leading to Township Road
361. However, the total payment from the SCHOOL shall not exceed $485,000.).
The CITY will be responsible for calculating all of said costs and for allocating those
costs that should be paid by the SCHOOL. At the present time, the CITY owes the
SCHOOL the balance due on a certain Contract for Deed dated November 2, 2015,
relating to land formerly described as the Loomis and Pell tracts, and now known
as Traverse Green Subdivision. The outstanding balance is presently calculated
as follows:

1. Contract balance owed by CITY..................$225,000.00
2. Two lots sales @ $1,500/lot......................(3,000.00) - credit
3. State Deed Tax.......................................(1,485.00) - credit
4. Current Contract Balance due Net Credit.....$220,515.00

It is understood and agreed that the CITY will pay said balance due on the Contract
for Deed by granting a credit to the SCHOOL in that amount towards the
SCHOOL'S obligation for costs of the roundabout project.

For Example:

Maximum Roundabout Expense Allocated to SCHOOL $485,000.00
Less credit for amount the CITY owes to the SCHOOL
on the Contract for Deed (220,515.00)
Cash due $264,485.00

Cash balance due and payable by SCHOOL for roundabout shall be paid
within 30 days of billing.

In addition, the SCHOOL will deliver a Deed to the CITY for said land described in
said Contract for Deed acknowledging that the terms of said Contract are fully paid,
together with a check for the balance (e.g. $264,485.00).

*NOTE: Calculation shown is merely an example. Actual monetary calculations
shall govern.
E. SCHOOL agrees to save, hold harmless and indemnify CITY and CITY’S officers, agents, employees, and volunteer workers against any and all claims, losses, or law suits for damages arising from, allegedly arising from, or related to CITY’S provision of services hereunder, and further SCHOOL agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising as a result of SCHOOL’s provision of services hereunder.

F. Pursuant to Minnesota Statute §16C.05, Subd. 5, CITY agrees that SCHOOL, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of SCHOOL and involve transactions relating to this Agreement. CITY agrees to maintain these records for a period of six years from the date of termination of this Agreement.

G. Pursuant to Minnesota Statute 16C.05, Subd. 5, SCHOOL agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CITY and involve transactions relating to this Agreement. SCHOOL agrees to maintain these records for a period of six years from the date of termination of this Agreement.

H. For all intents and purposes and for the duration of this construction project, both the CITY and SCHOOL agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, familial status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws which prohibit such discrimination.

I. Each party agrees that any change or amendment of this agreement must be reduced to writing and must be executed by the parties.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed.

CITY OF SAINT PETER, MINNESOTA

Charles Zieman
Mayor

Date: ____________________________

_____________________________

Todd Praefke
City Administrator
St. Peter, Minnesota

INDEPENDENT SCHOOL DISTRICT #508,
SAINT PETER, MINNESOTA

Dr. Paul Peterson
Superintendent

Date: ____________________________

_____________________________
Exhibit A: Diagram of Cost Responsibilities at Roundabouts

EXHIBIT A

[Diagram showing a roundabout with labels for School Leg, City Leg, North, South, and County Highway.]

Radius drawn from the middle of the circle through the highway point of the radius

COUNTY HIGHWAY COST RESPONSIBILITY

LOCAL HIGHWAY COST RESPONSIBILITY
NICOLLET COUNTY
DEPARTMENT OF PUBLIC WORKS

COST PARTICIPATION POLICIES
APPLICABLE
TO
COOPERATIVE HIGHWAY PROJECTS
BETWEEN
NICOLLET COUNTY AND OTHER AGENCIES

Adopted by the Nicollet County Board of Commissioners on September 22, 2009
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NICOLLET COUNTY
DEPARTMENT OF PUBLIC WORKS

COST PARTICIPATION POLICIES
APPLICABLE
TO
COOPERATIVE HIGHWAY PROJECTS
BETWEEN
NICOLLET COUNTY AND OTHER AGENCIES

I. PURPOSE
To establish policies for determining appropriate division of cost participation to be used by Nicollet County in funding cooperative roadway, traffic signal and bridge construction projects with the Minnesota Department of Transportation, municipalities, townships, and other agencies.

II. SCOPE
The establishment of cost policy is consistent with Minnesota Statutes, Sections 162.17, 373.01, 471.59 and Amendments.

III. GENERAL POLICIES
A. The basic premise is that the County pays for costs peculiar to County needs and municipalities pay for costs peculiar to municipal or local needs.
B. The County may limit its participation to items eligible for reimbursement with County State Aid Highway (CSAH) funds, notwithstanding the specific policies contained in this document. However, the County will not request CSAH funds for project costs assigned to the municipality as a result of the approved cooperative construction agreement, in order not to preclude the municipality from using its Municipal State Aid funds for those project costs.
C. A greater degree of County participation is afforded municipalities having a population of less than 5,000 because of the function of the County roadways in these areas. It is generally true that these roadways are of greater benefit to County-wide users and of less benefit to local users than is the case for roadways in more urbanized areas. In addition, this would be a form of compensation for the absence of direct State Aid allocations to these municipalities.
D. It is recognized that there may be occasional differences between these policies and written participation policies of the Minnesota Department of Transportation. In those cases, participation will be negotiated by the County Engineer.
IV. DEFINITIONS

Bikeway: A bicycle route, bicycle path, or bicycle lane.

1. Bicycle Route: A roadway or shoulder signed to encourage bicycle use.

2. Bicycle Path: A bicycle facility designed for exclusive or preferential use by persons using bicycles and constructed or developed separately from the roadway or shoulder.

3. Bicycle Lane: A portion of a roadway or shoulder designed for exclusive or preferential use by persons using bicycles. Bicycle lanes are to be distinguished from the portion of the roadway or shoulder used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

Contributing Flow: A storm sewer procedure that considers that each agency participates in proportion to its share of the design discharge for each section of sewer between inflow points. This method is used by the Minnesota Office of State Aid on all projects except where federal participation is anticipated.

County: Nicollet County.

County Engineer: The County Engineer of Nicollet County or a designated representative.

Municipality: Any municipality or township within Nicollet County.

Over 5,000: A municipality of 5,000 population or more.

Peak Discharge: A storm sewer method that considers that each agency's share is the ratio of its peak discharge through each section of sewer between inflow points to the summation of peak discharge for all agencies participating in the section of sewer between inflow points.

Permanent Traffic Signal: A traffic control signal system normally consisting of metal signal poles with mast arms and underground electrical systems with conduit, cable and handhole installations.

Storm Sewer: A drainage system usually consisting of one or more pipes connecting two or more drop inlets. The purpose is to convey surface runoff water from the inlets to an acceptable outlet.

Street Lighting: All components normally installed by a municipality for the purpose of street illumination.


State Aid Manual: Manual published by the Minnesota Department of Transportation outlining State Aid policies and procedures.

State Highway: A highway under jurisdiction of the State of Minnesota.

Temporary Traffic Signal: A traffic control signal system normally consisting of wood poles with signal indications suspended on span wires and overhead electrical systems.

Trunk Line: Main conveyor of storm sewer system.

Under 5,000: A municipality under 5,000 population.

Utilities: Water, heating, electric, storm sewer, gas, sanitary, telephone, cable TV, telegraph, street lighting, fiber optics, etc.
V. ROADWAYS

The County's participation in roadway projects will be as follows:

A. RIGHT-OF-WAY -

1. Right-of-way, permanent roadway easement, slope easement, drainage easement and temporary construction easement for existing County highway.
   
   Under 5,000  
   Over 5,000  
   Negotiation by County Engineer
   Negotiation by County Engineer

2. Right-of-way, permanent roadway easement, slope easement, drainage easement and temporary construction easement for any newly established or dedicated County highway.
   
   Under 5,000  
   Over 5,000  
   Negotiation by County Engineer
   Negotiation by County Engineer

3. The County's percentage of participation in retaining walls constructed in lieu of right-of-way will be the same as for right-of-way.

4. Right-of-way required for wetland mitigation and for surface water retention basins will be at the same participation ratio as the remainder of the project even if the locations of these facilities are not contiguous to the project.

B. CLEARING AND GRUBBING -
   
   Under/Over 5,000  100%

C. GRADING -
   
   Under/Over 5,000  100%

D. BASE AND SURFACING -

1. County participation for a 2-lane street.
   
   Under/Over 5,000  100%

2. Parking lanes
   
   Under/Over 5,000  0%

E. TURN LANES

1. County Participation for Turn lane Construction
   
   New - Under/Over 5,000  0%
   Replacement - Under/Over 5,000  100%
F. STORM SEWER -

The County’s participation is based on the State Aid formula as defined in State Aid Manual No. 5-892.600-606 which uses the ratio of contributing flows except on federally funded projects where the peak discharge formula is used to arrive at the percentage of allowable state Aid funds. The construction of retention basins for surface water and storm sewer runoff will be considered part of the trunk storm sewer system and will be at the same participation ratio as the trunk storm sewer lines. Participation on County Roads will be determined by using the State Aid formula using the ratio of contributing flows.

1. Trunk lines.
   
   Under 5,000  
   100% of County’s Contributing Flow
   
   Over 5,000  
   100% of County’s Contributing Flow

2. Catch basins and leads within the County highways and at the curb returns of side roadways entrances that drain onto the County highways.

   Under 5,000  
   100% of County’s Contributing Flow
   
   Over 5,000  
   100% of County’s Contributing Flow

No credit is allowed to a municipality for an inplace storm sewer system.

G. CONCRETE SIDEWALK CONCURRENT WITH COUNTY CONSTRUCTION PROJECT

New -  
Under/Over 6,000  
0%

Replacement -  
Under/Over 6,000  
* 100%

* Except when County Engineer determines existing to be worn out. Worn out sidewalk to be treated as new sidewalk.

H. CONCRETE CURB AND GUTTER (NEW OR RECONSTRUCTED) AND CONCRETE PEDESTRIAN RAMPS (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT -

New -  
Under 5,000  
100%

New -  
Over 5,000  
0%

Replacement -  
Under/Over 5,000  
* 100%

* Except when County Engineer determines existing to be worn out. Worn out concrete curb and gutter to be treated as new concrete curb and gutter.

I. CONCRETE CURB AND GUTTER AND SIDEWALK FOR MEDIANS (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT -

Under 5,000  
100%

Over 5,000  
100%

J. PAVED DRIVEWAY ENTRANCES (NEW OR RECONSTRUCTED) CONCURRENT WITH COUNTY CONSTRUCTION PROJECT -

Under 6,000  
100%

Over 6,000  
100%
K. MUNICIPAL UTILITY RELOCATION OR RECONSTRUCTION -

1. Initial installation performed without a permit or not in compliance with a County permit.
   Under/Over 5,000 0%

2. Relocation, reconstruction, improvement, or replacement of unserviceable existing facilities (County Engineer shall determine if existing facility is serviceable or unserviceable).
   Under/Over 5,000 0%

3. Relocation necessitated because of addition of parking lane requested by the municipality.
   Under/Over 5,000 0%

4. In-kind relocation required solely because of County construction procedures.
   Under/Over 5,000 100%

5. Adjustment of existing utility structures to accommodate elevation changes at the street surface. This includes items such as adjusting manhole castings and valve boxes. Lateral extension of utility appurtenances such as hydrants, water service valves, etc. required by the road construction are not included in this category unless they are required solely due to the addition of a parking lane requested by a municipality.
   Under/Over 5,000 0%

L. PRIVATE UTILITY RELOCATION OR RECONSTRUCTION -

1. Initial installation was within County right-of-way.
   Under/Over 5,000 0%

VI. TRAFFIC SIGNAL SYSTEM

The County's participation in traffic signal system projects will be as follows:

A. PERMANENT TRAFFIC SIGNAL SYSTEM INSTALLATIONS -

Intersection of County Highway with City Street and/or Township Road (City or Township Location).

1. County cost participation in the installation of a traffic signal to be proportional to the number of legs that are County highways (i.e. 2 of 4 entering legs are County highways, participation equals 60%).

2. County cost participation in the furnishing of electrical power to a traffic signal to be 0%. Electrical power to be furnished by the City or Township.

3. County cost participation in the maintenance of a traffic signal to be 100%, unless otherwise stipulated by special agreement with the Minnesota Department of Transportation or other agency.

4. County cost participation in any subsequent revisions, modifications, or updatings of a traffic signal originally installed in accordance with the provisions of this cost participation policy, even to the extent of complete reconstruction, to be borne in the same manner as the initial installation.
Intersection of County Highway with State Highway (City or Township Location)

1. County cost participation in the installation of a traffic signal to be proportional to the number of legs that are County highways and in accordance with Minnesota Department of Transportation policies.

2. County cost participation in the furnishing of electrical power to a traffic signal to be 0%. Electrical power to be furnished by the Minnesota Department of Transportation, the City and/or the Township.

3. County cost participation in the maintenance of a traffic signal to be 0%. Maintenance to be furnished by the Minnesota Department of Transportation.

4. County cost participation in any subsequent revisions, modifications, or updatings of a traffic signal originally installed in accordance with the provisions of this cost participation policy, even to the extent of complete reconstruction, to be borne in the same manner as the initial installation.

B. TEMPORARY TRAFFIC SIGNAL INSTALLATION -

Intersection of County Highway with City Street and/or Township Road (City or Township Location)

1. County cost participation in the installation of a temporary traffic signal to be proportional to the number of legs that are County highways (i.e. 2 or 4 entering legs are County highways, participation equals 50%) if, by cooperative agreement, it is the plan of the County, the City and/or the Township to install a permanent traffic signal at the same location in the future. Full credit for the City's and/or Township's investment in the installation of a temporary traffic signal will be applied toward the City's and/or Township's participation in a permanent traffic signal at the same location if it is installed within the time limits set forth in the cooperative agreement. This credit may be extended should circumstances beyond the control of the City and/or Township delay the installation of the permanent signal beyond the time limits set forth in the cooperative agreement.

2. County cost participation in the furnishing of electrical power to a temporary traffic signal to be 0%. Electrical power to be furnished by the City or Township.

3. County cost participation in the maintenance of a temporary traffic signal to be 100%, unless otherwise stipulated by special agreement with the Minnesota Department of Transportation or other agency.

Intersection of County Highway with State Highway (City or Township Location)

1. County cost participation in the installation of a temporary traffic signal to be proportional to the number of legs that are County highways if, by cooperative agreement, it is the plan of the Minnesota Department of Transportation to install a permanent traffic signal at the same location in the future. Said cooperative agreement is to include a provision whereby full credit for the County's investment in the installation of a temporary traffic signal will be applied toward the County's participation in a permanent traffic signal at the same location.

2. County cost participation in the furnishing of electrical power to a temporary traffic signal to be 0%. Electrical power to be furnished by the Minnesota Department of Transportation, the City and/or the Township.

3. County cost participation in the maintenance of a traffic signal to be 0%. Maintenance to be furnished by the Minnesota Department of Transportation.
VII. BRIDGES

The County's participation in bridge projects will be as follows:

Under/Over 5,000 Negotiation by County Engineer

VIII. STREET LIGHTING

The County will not participate in the installation of new street lighting with the exception of those street lights attached to traffic signals on County highways. Those lights will be financed on the same basis as the installation of traffic signals. Participation in the relocation or reconstruction of existing street lighting will be on the same basis as for municipal utility relocation or reconstruction (see Paragraph K of Section No. V).

IX. BIKEWAYS

Nicollet County recognizes the increasing use of bicycles as a means of transportation. Nicollet County will consider incorporating bicycle lanes or routes within the roadway design concurrent with roadway construction when the route is part of an overall community bicycle system plan, when economically feasible to construct, and when judged to be in the best interest of the public. Bicycle paths separate from the roadway itself will normally not be constructed unless it is part of an overall community plan for a bicycle trail system. The County's participation in bicycle routes, paths, and lanes will be as follows:

- New - Under 5,000 100%
- New - Over 5,000 0%
- Replacement - Under/Over 5,000 100%

* Except when County Engineer determines existing to be worn out. Worn out bikeways are to be treated as new bikeways.

X. LANDSCAPING

The County will participate in State Aid eligible landscaping items with total participation not to exceed 25% of the maximum permitted by State Aid rules.

XI. ENGINEERING

The County's participation in engineering includes design costs which are cost incurred prior to the award of the contract and contract administration costs which are costs incurred subsequent to the award of contract.

A. The municipality will reimburse the County an agreed (negotiated) percentage of the municipality's share of the contract construction cost for Design and/or Contract Administration performed by the County.

Under/Over 5,000 Negotiation by County Engineer

XII. LUMP SUM, PRO-RATA ITEMS

Proposal forms carry lump sum bidding requirements for the items of Mobilization (2021), Maintenance and Restoration of Haul Roads (2061) and Traffic Control (0633). Field Office and Field Laboratory (2031) are not, strictly speaking, lump sum pay items. However, their general characteristics are such as to require that they
be handled the same as Mobilization. A municipality shall be charged a pro-rata share of the above items. Proration shall be based on a percentage factor applied to the cost amounts chargeable to the County and the municipality for other construction items. Mobilization, Maintenance and Restoration of Haul Roads, Field Office and Field Laboratory, and Traffic Control are construction items and shall be subject to the negotiated percentage charge for engineering.

XIII. INVOICE AMOUNT COMPUTATION

After bids have been received and a contract awarded, and also upon completion of construction, the unit prices shall be substituted for the estimated unit prices/quantities and the percentage ratio established originally shall be recomputed.

XIV. MAINTENANCE

The County is responsible for maintaining the County highway between curbs or between outside edge of shoulders. It may enter into agreement with the municipality to perform this work on a reimbursable basis.

The County is responsible for maintenance of bridges and culverts on the County route.

The municipality is responsible for maintenance of its utilities including any storm sewer within the County highway right-of-way.

The municipality is responsible for maintaining bicycle paths and walking trails within the County highway right-of-way.

The municipality is responsible for maintaining boulevard or ditch areas, landscaped median areas, irrigation systems, sidewalk, retaining walls, steps and other related items within the right-of-way on an urban design section.
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 -

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

RESOLUTION AUTHORIZING COOPERATIVE CONSTRUCTION AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT #508 AND THE CITY OF SAINT PETER FOR DESIGN, CONSTRUCTION, AND MAINTENANCE OF CSAH 5 FROM 361ST AVENUE TO SUNRISE DRIVE

WHEREAS, the City, School District #508 and Nicollet County have worked jointly to construct a roundabout at the intersection of CSAH 5 and Gardner Road and a turn lane at the intersection of CSAH 5 and Township Road 361; and

WHEREAS, the roundabout allows a more efficient flow of traffic in and around the new high school; and

WHEREAS, the project was constructed by Nicollet County with costs assigned to each of the three entities based on Nicollet County’s Cost Participation Policy; and

WHEREAS, the City and School District #508 have agreed to enter into a cooperative agreement for the payment of cost associated with the design, construction and maintenance of this section of roadway; and

WHEREAS, the School District’s attorney and the City’s Attorney have drafted the cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby authorized to execute a “Cooperative Construction Agreement Between Independent School District #508 And The City of Saint Peter For Design, Construction, And Maintenance Of CSAH 5 From 361st Avenue To Sunrise Drive”.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

Charles Zieman
Mayor

ATTEST:

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

FROM: Todd Prafke
      City Administrator

RE: Minnesota Valley Action Council (MVAC) Lease

ACTION/RECOMMENDATION

Provide authorization for execution of a lease with MVAC for rooms 121 and 213 which include their office and Head Start spaces.

BACKGROUND

The lease with MVAC has expired and I have negotiated a renewed lease of their current space. The lease terms are very similar to what you have seen previously related to day care, Good Samaritan Home Health Care and School District 508.

Staff has developed the renewal with the following substantive terms:

- Ends on December 31, 2019. This coincides with the recent renewal terms for Kid's Corner and St. Peter Community Child Care.
- 2% lease increase each year

The MVAC has taken action to approve execution of the lease as presented and staff recommends authorization be provided for execution of the lease by the City.

FISCAL IMPACT:

MVAC will pay $2,135.56 through December, 2018 and $2,242.34 for the final year of the lease. These lease revenues have been incorporated into your budget for the Community Center and again are on par with other leases you have on a square foot basis.

The rental income you are receive across all tenants of the facility is going up based the leases in place and proposed.

ALTERNATIVES/VARIATIONS:

Do Not Act: No further action will be taken without additional direction from the City Council.
Negative Vote: MVAC would be informed of the City Council's decision. We would stay on the month to month basis but I would look to the Council to provide additional direction as to
whether you want to continue month to month, have other ideas about changes to the lease or ask them to leave.

Modification of the Resolution: This is always an option of the City Council; however if the terms of the agreement are modified, staff would need to re-open the negotiations with the MVAC about the lease terms.

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

TP/bal
SUBLEASE BY AND BETWEEN MINNESOTA VALLEY ACTION COUNCIL AND THE CITY OF SAINT PETER, MINNESOTA

This Sublease is made and entered into this ______ day of ______________, 2017, by and between the City of Saint Peter, a Minnesota municipal corporation (CITY), and Minnesota Valley Action Council, 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;

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

WHEREAS, TENANT is engaged in the business of Head Start Education and Community Service provision and is a Minnesota non-profit corporation;

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 #s 213 and 121 of the Community Center located at 600 South Fifth Street, Saint Peter, Minnesota.

   B. Common areas include rest rooms, hallways, kitchen facilities and storage cubicle.

   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 limited 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 generation 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.

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 of two (2) years commencing on October 1, 2017 until December 31, 2019.
B. Rental. For a period of time from October 1, 2017 to December 31, 2018 TENANT shall pay, in advance, on the first day of each and every month, the sum of $2,135.56.

Rental. For a period of time from January 1, 2019 to December 31, 2019 TENANT shall pay, in advance, on the first day of each and every month, the sum of $2,242.34.

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.

6. Default.

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

B. Right to Cancel.

i. 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.

ii. In the event that the Minnesota State Legislature does not appropriate adequate funds for the continuation of this lease agreement by TENANT, or in the event that the Federal Funds necessary for the continuation of this lease agreement are withheld for any reason, TENANT may terminate this lease agreement upon giving ninety days (90) written notice.

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 and remove the property and personnel 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 remedieng 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 inner structure of the leased premises without the express written approval of the CITY.

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 person admitted to the premises or any portion of said building by the consent of TENANT 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 with the proposed rental price furnished to TENANT 90 days prior to the expiration of the lease.

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, then 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**
   227 South Front Street
   Saint Peter, Minnesota 56082

   **TENANT - MVAC**
   Attn: Nancy Hague 706 North Victory Dr.
   Mankato, Minnesota 56001

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 agree to execute all documents and instruments to and 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 relieve 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 - MINNESOTA VALLEY ACTION COUNCIL

By: ____________________________

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this __________ day of __________, 2017, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this __________ day of __________, 2017, by ____________________________ and ____________________________, the ____________________________ and ____________________________ of Minnesota Valley Action Council.

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 ______________, 2017.

_________________________
Robert Southworth
Chair

_________________________
Todd Prafke
Executive Director

STATE OF MINNESOTA)    ) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this __________ day of __________, 2017, by Robert Southworth and Todd Prafke, the Chair and Executive Director of the Economic Development Authority of the City of Saint Peter, Minnesota.

_________________________
Notary Public
CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2017 - 138

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

RESOLUTION AUTHORIZING EXECUTION OF RENEWAL LEASE FOR ROOMS AT THE COMMUNITY CENTER WITH MINNESOTA VALLEY ACTION COUNCIL

WHEREAS, the City leases space in the Community Center to Minnesota Valley Action Council (MVAC); and

WHEREAS, the current lease has expired and MVAC has indicated a desire to renew the lease; and

WHEREAS, staff has negotiated the terms of a renewal lease; and

WHEREAS, MVAC has accepted the terms of the proposed lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are hereby directed to execute a lease for Rooms #121 and 213 at the Community Center with MVAC Child Center for the period October 1, 2017 through December 31, 2019.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of September, 2017.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator