

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

Regular City Council Meeting of Monday, July 13, 2020 – 7:00 p.m.

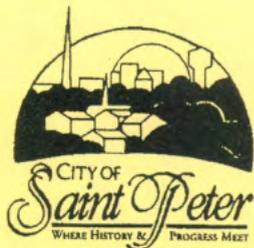
This meeting will be conducted in-person and electronically - See below for electronic access.  
Community Center – Senior Center (600 South Fifth Street)

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF AGENDA**
- IV. APPROVAL OF MINUTES**
  - 1. June 22, 2020 regular meeting
  - 2. June 30, 2020 emergency meeting
- V. VISITORS**
  - A. Scheduling of Visitor Comments on Agenda Items
  - B. General Visitor Comments
- VI. APPROVAL OF CONSENT AGENDA ITEMS**
- VII. UNFINISHED BUSINESS**

None scheduled
- VIII. NEW BUSINESS**
  - A. 2019 Audit Presentation/Formal Acceptance
  - B. 2020 Equipment Certificate Proposal Acceptance
  - C. COVID-19 Micro Loan Repayment: 4 The Team
  - D. Business Re-Opening Promotion Plan Funding Request
  - E. Revolving Loan Request: Guentzel Holdings LLC
  - F. Sale of Traverse Green Outlot D
  - G. Business License Applications
- IX. REPORTS**
  - A. MAYOR**
  - B. CITY ADMINISTRATOR**
    - 1. COVID-19 Update
    - 2. Goal Session Discussion
    - 3. Polling Place Change
    - 4. Items of Vital Importance Update
    - 5. Others
- X. ADJOURNMENT**

As provided for in M.S. 13D.021, City Council meetings may be conducted by telephone or other electronic means. In addition to being open to the public in the meeting room, the City Council meeting will be accessible electronically by GoToMeeting software available at no charge (link below) or by calling as indicated below. Here is the information necessary to access the meeting electronically:

From your computer, tablet or smartphone: <https://global.gotomeeting.com/join/591790045>  
From your phone: (Toll Free): 1 866 899 4679 - One-touch: tel:+18668994679,,591790045#  
Access Code: 591-790-045



I. CALL TO ORDER

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

II. ROLL CALL

Under Minnesota Statute 13D.021, this meeting is also being held electronically. As such, roll call of members in attendance will be taken.

III. 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.

IV. APPROVAL OF MINUTES

Copies of the minutes of the June 22, 2020 regular Council meeting and the June 30, 2020 emergency meeting are attached for approval. MOTIONS are in order.

V. 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.

VI. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for June 18, 2020 through July 8, 2020, is attached. Please see the attached staff reports and RESOLUTION.

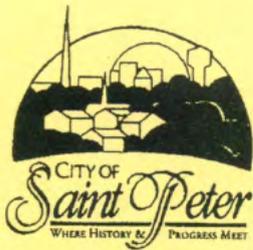
VII. UNFINISHED BUSINESS

None scheduled.

VIII. NEW BUSINESS

A. **ACCEPTING THE 2019 AUDIT AND FINANCIAL STATEMENTS**

The City's Auditor, Jim Eichten of MMKR, will present the 2019 Audit findings through the virtual platform. Staff recommends acceptance of the



audit and related financial statements. Please see the attached staff report and RESOLUTION.

**B. ADOPTION OF A RESOLUTION ACCEPTING PROPOSAL FOR 2020 EQUIPMENT CERTIFICATES**

Staff recommends accepting the lowest cost proposal for \$368,250 in 2020 equipment certificates from Pioneer Bank at a total interest cost of \$16,571.25 which is at 1.50% interest for each of the five years of issuance. Please see the attached staff report and RESOLUTION.

**C. ADOPTION OF A RESOLUTION APPROVING REPAYMENT PLAN FOR 4 THE TEAM COVID-19 MICRO LOAN**

4 The Team received a COVID-19 Micro Loan in the amount of \$10,000. One of the conditions of the loan was the business remain in operation in St. Peter. The owner of the business has announced he will be closing and has asked to be allowed to repay the loan funds at the rate of \$100 per month beginning August 1, 2020. The EDA recommends approval. Please see the attached staff report and RESOLUTION.

**D. ADOPTION OF A RESOLUTION APPROVING CHAMBER OF COMMERCE REQUEST FOR FUNDING FOR A BUSINESS REOPENING PROMOTION**

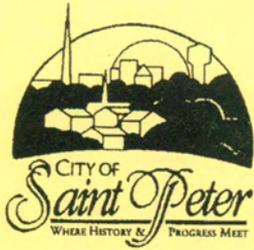
The Chamber of Commerce has requested \$10,000 to be used for a campaign to draw customers to St. Peter businesses that have reopened. The EDA considered the request and is recommending approval with funding coming from the interest accrued from the City's revolving loan funds. Please see the attached staff report and RESOLUTION.

**E. ADOPTION OF A RESOLUTION APPROVING REVOLVING LOAN FOR GUENTZEL HOLDINGS LLC (ANYTIME FITNESS)**

The EDA recommends approval of a request for a revolving loan to Guentzel Holdings LLC to assist with construction costs of a new Anytime Fitness facility at 1903 North Third Street. Please see the attached staff report and RESOLUTION.

**F. ADOPTION OF A RESOLUTION APPROVING SALE OF OUTLOT D – TRAVERSE GREEN SUBDIVISION**

A request was made to purchase Outlot D in Traverse Green Subdivision. This is the multi-family lot in the north end of Subdivision. Staff recommends approval. Please see the attached staff report and RESOLUTION.



**G. ADOPTION OF A RESOLUTION APPROVING BUSINESS LICENSE APPLICATIONS**

Applications have been made for a Tree Worker license and a Soft Drink license, both by applicants not previously licensed. Following the background investigations, staff recommends approval. Please see the attached staff report and RESOLUTION.

**IX. REPORTS**

**A. MAYOR**

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

**B. CITY ADMINISTRATOR**

**1. REPORT ON COVID-19 RESPONSE**

A report will be provided at this time on the City's response to the COVID-19 emergency.

**2. REPORT ON GOAL SESSION DISCUSSION**

An update will be provided at this time on discussion at the June 17<sup>th</sup> City/County liaison committee meeting.

**3. REPORT ON POLLING PLACE CHANGE**

A report will be provided at this time on the change to Johnson Hall for Ward 1 voters for the August 11<sup>th</sup> primary election.

**4. REPORT ON UPDATE TO ITEMS OF VITAL IMPORTANCE LIST**

A report will be provided at this time on the City Council's updates to the list of "Items of Vital Importance".

**5. OTHERS**

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

**X. ADJOURNMENT**

Todd Prafke  
City Administrator

**CITY OF SAINT PETER, MINNESOTA**  
**OFFICIAL PROCEEDINGS**  
**MINUTES OF THE CITY COUNCIL MEETING**  
**JUNE 22, 2020**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Senior Center of the Community Center and by virtual software on June 22, 2020. Under M.S. 13D.021, the City is able to conduct meetings by electronic means in the event of a state-wide emergency. Governor Walz has declared a state-wide peacetime emergency and as such this City Council meeting was conducted both in-person and remotely using GoToMeeting software.

A quorum present, Mayor Zieman called the meeting to order at 7:08 p.m. The following members were present through the virtual platform: Councilmembers Shanon Nowell, Brad DeVos, Stephan Grams, and Emily Bruflat. The following members were present in the meeting room: Mayor Charles Zieman and Councilmembers Keri Johnson and Ed Johnson. The following officials were present: City Administrator Todd Prafke (in person) and Assistant City Attorney Christopher Grean (virtual).

**Approval of Agenda** – A motion was made by Johnson (E), seconded by Bruflat, to approve the agenda. With all in favor, the agenda was approved.

**Approval of Minutes** – A motion was made by Johnson (K), seconded by Nowell, to approve the minutes of the June 8, 2020 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the June 8, 2020 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 19.

City Administrator Prafke reviewed the Council process for conducting a public hearing.

**Public Hearing: Registered Land Survey #76 Request** – Mayor Zieman opened the public hearing on a request for approval of Registered Land Survey #76 submitted by Craig and Julie Bitters at 7:12 p.m. Community Development Director Wille reported the applicants wished to construct a garage on their property at 925 Austin Drive, but were unable to meet the setback regulations and had requested a property exchange with the City of Saint Peter. If approved, the exchange would provide a portion of McGill Park to the Bitters in exchange for an identical size part of their property that would then be added back into the park. Wille noted the property exchange could be executed by adoption of a Registered Land Survey that would establish the new property lines and that the survey had been recommended for approval by the Planning and Zoning Commission. Wille pointed out that the applicant would pay all costs associated with the action, including the City's legal fees. There being no further speakers, the hearing was declared closed at 7:17 p.m.

**Public Hearing: Waiver of Subdivision Request: 507 West Elm Street** – Mayor Zieman opened the public hearing on a request to waive subdivision regulations for the property at 507 West Elm Street at 7:19 p.m. Community Development Director Wille reported the property had previously contained a substandard home that had been demolished by the new property owners with the intent of redeveloping the two lots. Wille pointed out that the old home had straddled the two 52.5' width lots and as separate lots, they would be considered "legal, non-conforming lots" and could be developed, but the property owner was seeking to reorient the lot lines from north-south to east-west and if approved, both lots would meet the current minimum width. According

to Wille, the inner lot would be required to have a permanent and unobstructed access of at least twenty-feet (20') to the public street. Finally, Wille noted the Planning and Zoning Commission, while acknowledging the action was "unconventional", had recommended approval of the request. There being no further speakers, the hearing was declared closed at 7:21 p.m.

**Consent Agenda** – In motion by Nowell, seconded by Johnson (E), Resolution No. 2020-64 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. 2020-64 is contained in the City Administrator's book entitled Council Resolutions 23.

**Dog Park Name** – Public Works Director Moulton presented the Parks and Recreation Advisory Board recommendation to name the new dog park at 1125 North Swift Street as "Thompson Dog Park" after a woman the Board felt "has shown dedication to the development of the park". Moulton indicated the Board considered three names including "Swift Street" and "Thompson-Kind" before settling on their recommendation. In motion by Bruflat, seconded by Johnson (K), Resolution No. 2020-65 entitled "Resolution Naming Dog Park At 1125 North Swift Street As 'Thompson Dog Park'" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-65 is contained in the City Administrator's book entitled Council Resolutions 23.

**Registered Land Survey #76 (925 Austin Drive)** – Community Development Director Wille presented the Planning and Zoning Commission recommendation to approve Registered Land Survey #76 which would enable a future land exchange between the City (McGill Park land) and the private property owner. Wille noted the land exchange was two equal size parcels – one owned by the City that was part of McGill Park and the other owned by the private property owner. In motion by Grams, seconded by Nowell, Resolution No. 2020-66 entitled "Resolution Approving Waiver Of Subdivision For Registered Land Survey #54 City of Saint Peter, Nicollet County, Minnesota And Accepting Registered Land Survey #76 As Petitioned By Craig And Julie Bitter" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-66 is contained in the City Administrator's book entitled Council Resolutions 23.

**Waiver of Subdivision Request: 507 West Elm Street** – Community Development Director Wille presented the Planning and Zoning Commission recommendation to allow waiver of subdivision regulations that would allow the owner of property at 507 West Elm to reorient the lot lines between Lots 2 and 3, Block 116 of the Amended Plat from north-south to east-west. Wille noted the Planning Commission's admission that such an action was "unconventional", but with the dedicated access from the 20' alley, the two newly oriented lots would meet the minimum lot width of the current City Code regulations. In motion by Johnson (E), seconded by Johnson (K), Resolution No. 2020-67 entitled "Resolution Approving Waiver Of Subdivision For Lots 2 And 3, Block 116, Amended Plat, City of Saint Peter, Nicollet County, Minnesota And Accepting The Administrative Lot Split (Certificate Of Survey) Realigning And Relocating The Interior Lot Line Between The Two Parcels" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-67 is contained in the City Administrator's book entitled Council Resolutions 23.

**Seasonal Lineman Assistant Job Description** – Public Works Director Moulton requested a seasonal Lineman Assistant position be established to provide additional help during the summer months. Moulton indicated the ideal candidate for the position would be someone who had started Lineman training. In motion by Nowell, seconded by Bruflat, Resolution No. 2020-68 entitled "Resolution Establishing Seasonal Lineman Assistant Position" was introduced. Upon roll call,

with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-68 is contained in the City Administrator's book entitled Council Resolutions 23.

**Pool Closure** – Recreation and Leisure Services Director Schugel presented his recommendation for the safe opening of the City's outdoor pool which encompassed COVID-19 safety measure affecting all areas of the pool complex operation. Schugel indicated the measures were in conformance with the Minnesota Department of Health guidelines and the plan would be promoted within the community. Schugel indicated that as the pool opening was a normal course of business for staff, should the Council wish to close the pool for the summer, it should be done by formal action through adoption of a resolution.

Councilmembers DeVos and Bruflat expressed opposition to opening the pool citing what DeVos felt was a large expenditure for a short period of time at one-third the normal capacity while Bruflat suggested the pool remain closed until data was available from area communities who had already opened their pools. Bruflat further suggested that once the data was received the pool only open for swim lessons and lap swims.

Councilmember Grams questioned when the pool could open. Schugel indicated it would be 9-14 days in order to provide adequate training in the new policies to all staff members.

Councilmember Johnson (K) indicated she had originally supporting closure of the pool, but with the safety plan as outlined by the Recreation Director and the ability to control capacity at any one time, she felt confident the safety issues had been mitigated as much as possible.

Councilmember Johnson (E) expressed his belief the safety plan was acceptable and the pool should open.

Matt Borowy, 802 Lower Johnson Circle, urged the Council to consider what other cities are doing and follow their plans. Borowy also indicated his children and others would swim at Hallett's Pond if the pool wasn't open and he felt the pool was a much safer option.

Councilmember Nowell, who had originally expressed concern the public wouldn't comply with the restrictions, stated she now felt staff would be able to enforce the safety measures and the pool could safely operate.

In motion by DeVos, seconded by Bruflat, a resolution entitled "Resolution Authorizing Closure Of The City's Outdoor Municipal Pool For The 2020 Season" was introduced. Upon roll call, Councilmembers Bruflat and DeVos voting aye, Councilmembers Grams, Nowell, Johnson (K), Johnson (E), and Mayor Zieman voting nay, the Resolution failed.

**Hazardous Building Removal/Repair Order** – Community Development Director Wille presented the Building Official's finding that the structure at 1671 South Third Street, which had been destroyed by fire in February, 2020, was unable to be rebuilt and now constituted a hazard as defined in State Statute. Wille indicated staff was recommending the Council adopt a resolution ordering repair or removal of the property which would be followed by several actions including serving the property owner with the Order; filing a copy of the order with the Nicollet County Court Administrator; providing a twenty (20) day period in which the property owner could contest the order; and ninety (90) days for compliance by the property owner. Wille indicated the order would include removal of all burned materials to a site accepting hazardous materials; removal of the asphalt in the parking lot and disconnection of the water and sewer lines. Wille

also pointed out that should the property owner not comply with the Order, the City would then do so with all costs assessed against the property.

Councilmember Nowell asked if, since the City will most likely be left with the cleanup, the process could be sped up to help the neighbors by going out for bids for the demolition before the ninety day period is up. City Administrator Prafke indicated that would be possible.

Councilmember Grams asked if the public was complaining about the property. Both City Administrator Prafke and Mayor Zieman indicated they had received calls from people asking when action would be taken to remove the debris.

In motion by Nowell, seconded by Johnson (E), Resolution No. 2020-69 entitled "Resolution Ordering Repair Or Removal Of Hazardous Conditions Located At 1671 South Third Street, Saint Peter, Minnesota" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-69 is contained in the City Administrator's book entitled Council Resolutions 23.

**COVID-19 Preparedness Plan** – City Administrator Prafke recommended adoption of the City's COVID-19 Preparedness Plan prior to June 29<sup>th</sup> as required by the State of Minnesota. Councilmember DeVos questioned whether the City emergency declaration must remain in place in order for the plan to be approved. Prafke indicated the plan was required as per the Federal CARES Act and FMLA regulations. In motion by Grams, seconded by Johnson (K), Resolution No. 2020-70 entitled "Resolution Approving The City of Saint Peter COVID-19 Preparedness Plan" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-70 is contained in the City Administrator's book entitled Council Resolutions 23.

**School District #508 Memorandum of Understanding** – City Administrator Prafke recommended execution of an agreement with School District #508 wherein the District would pay \$10,200 to the City for provision of recreation programming that was previously provided by Community Education. Prafke noted the agreement had been in place in 2004 when funding cuts jeopardized the School District's programs which could be provided by the City at a more economical price. Councilmember DeVos questioned whether the City made a profit or loss on the programming. Prafke indicated it depended on the number of participants, but the goal was to break even. In motion by Johnson (E), seconded by Johnson (K), Resolution No. 2020-71 entitled "Resolution Authorizing Execution Of Youth Development Memorandum of Understanding" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-71 is contained in the City Administrator's book entitled Council Resolutions 23.

## **Reports**

**Mayor's Report** – Mayor Zieman had no reports.

**COVID-19 Update** – City Administrator Prafke provided an update on the City's response to the COVID-19 emergency and stated the weekly meetings with business owners had been suspended due to a lack of new information; City buildings had been reopened to the public but the track and gym at the Community Center remained closed; some of the tenants in the Community Center were also still closed to the public; and public restrooms were being cleaned on an enhanced schedule with signs at each park restroom indicating when the facility had last been cleaned.

**City/County Meeting Update** – Councilmembers Grams and Johnson (K) gave brief reports on the City/County meeting and City Administrator Prafke reported discussion included the solid waste/recycling site; wellhead protection; water drainage issues; Township 361; and joint diversity equity training.

There being no further business, a motion was made by Johnson (E), seconded by Grams, to adjourn. With all in favor, the motion carried and the meeting adjourned at 8:21 p.m.

---

Charles Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS  
MINUTES OF THE EMERGENCY CITY COUNCIL MEETING  
JUNE 30, 2020

Pursuant to due call and notice thereof, an emergency meeting of the City Council of the City of Saint Peter was conducted by virtual software on June 30, 2020. Under M.S. 13D.021, the City is able to conduct meetings by electronic means in the event of a state-wide emergency. Governor Walz has declared a state-wide peacetime emergency and as such City Council meetings will be conducted remotely using GoToMeeting software until further notice.

A quorum present, Mayor Zieman called the meeting to order at 4:00 p.m. The following members were present through the virtual platform: Councilmembers Ed Johnson, Keri Johnson, Shanon Nowell, Brad DeVos, Emily Bruflat and Mayor Zieman. The following official was present: City Administrator Todd Prafke

**Ward I Polling Place Designation** – City Administrator Prafke reported the City had just learned the National Guard Armory, which had previously been designated as the Ward 1 polling place by resolution of the City Council, would be unavailable for the August 11, 2020 primary election.

Councilmember Grams arrived at 4:02 p.m.

Prafke noted the Statutory deadline for changing a polling place was July 1<sup>st</sup> and as such, an emergency meeting had been called to consider a new location.

Prafke recommended the new location be Johnson Hall at the Fairgrounds and indicated the Fair Board had already agreed to the City's use of the building which was available only due to COVID-19 cancellation of the County Fair which would have been held at the same time as the election. Prafke also pointed out that as per State Statute, written notice of the polling place change would be sent to every registered voter in Ward I under the timeline outlined in Statute.

In motion by Johnson (E), seconded by Bruflat, Resolution No. 2020-72 entitled "Resolution Designating New Ward 1 Polling Place For August 11, 2020 Primary Election" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-72 is contained in the City Administrator's book entitled Council Resolutions 23.

There being no further business, a motion was made by Johnson (E) , seconded by Johnson (K), to adjourn. With all in favor, the motion carried and the meeting adjourned at 4:04 p.m.

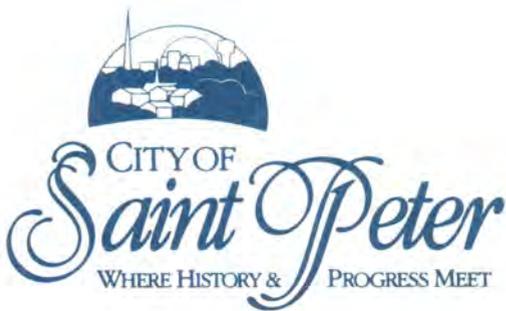
---

Charles Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** June 30, 2020

**FROM:** Pete Moulton  
Public Works Director

Jeff Knutson  
Water Resources Superintendent

**RE:** Water Meter Purchase

### **ACTION/RECOMMENDATION**

Approve purchase of 200 water meters in the amount of \$27,600 from Metering & Technology Solutions of Burnsville, Minnesota.

### **BACKGROUND**

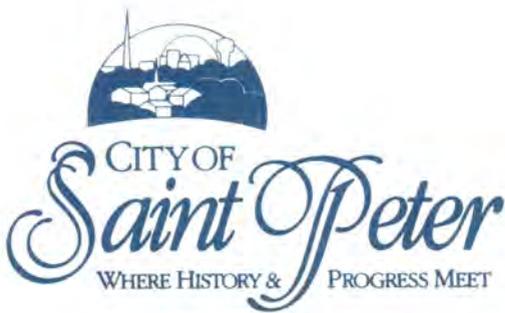
Each year water meter bodies and regulators are purchased for use throughout the year. A request for proposal was submitted directly to Metering & Technology Solutions, the only authorized vendor of "Badger" water meters in Minnesota, and published on the City's website. Badger meters are compatible and interchangeable with over 90% (4,100 of 4,500 water meters) of the City's water metering distribution system.

The only proposal received was from Metering & Technology Solutions in the amount of \$138 per meter.

Funding for this budgeted purchase in the total amount of \$27,600 will be from the Water Fund.

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

PM/CV/amg



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 7/3/2020

**FROM:** Pete Moulton  
Public Works Director

Jeff Knutson  
Water Resources Superintendent

**RE:** Well #12 Repair

### ACTION/RECOMMENDATION

Authorize Bergerson-Caswell Inc. of Maple Plain, MN to complete the reinstallation of all of the well components for Well #12 in the amount of \$13,650.

### BACKGROUND

Well #12 failed on May 30<sup>th</sup> and Automatic Systems Company was enlisted to investigate the failure. Automated Systems Company subsequently determined the variable frequency drive (VFD), which provides power to the well, had failed and the problem was caused by the well components and not the electrical components that feed electricity to the well. A local electrician completed a "meg" electrical test on the well motor and found it to be "dead shorted" which indicates that the well motor had burned up.

Bergerson-Caswell Inc. of Maple Plain, MN pulled and inspected the drop pipe, motor and pump to see if any of the components could be reused. The stainless steel drop pipe was in great shape and can be reused, but the motor and pump cannot be repaired.

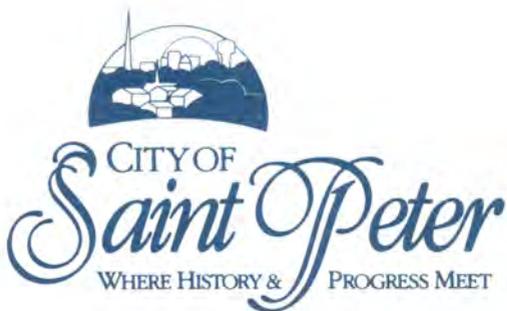
Formal written proposals were requested under the scope of work prepared by staff for reinstallation of the drop pipe, motor, pump. The following proposals were received:

Bergerson-Caswell – Maple Plain MN	\$ 13,650.00
Thein Well – Spicer MN	\$ 16,782.00
Traut Companies – Waite Park MN	\$ 18,680.00

Funds for this repair will be provided for the Water Fund.

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

PM/JK/cv



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 07/08/20

**FROM:** Cindy Moulton  
Administrative Secretary

**RE:** Business License Renewal Applications

### **ACTION/RECOMMENDATION**

Provide approval of license renewals.

### **BACKGROUND**

The owner of the Capitol Room missed the deadline for submission of their On Sale and Sunday Liquor license renewal application. Because of the late submittal, they are unable to hold any events that serve alcohol until such time as the City Council takes action to approve the licenses and the applications are then submitted to the State of Minnesota Liquor Control office.

Upon approval, the license will be in effect July 14, 2020 – June 30, 2021 subject to compliance with all requirements of the City Code, payment of the licensing fee, and submittal to the State of Minnesota Liquor Control.

Speedway was also late in submitting their renewal application for 3.2 Off Sale Beer. They requested a 14 day extension to allow them to continue to sell 3.2 beer off-sale. City Administrator Prafke approved the license contingent upon City Council approval. 3.2 Off Sale Beer is a City issued license.

Should the license be approved for Speedway, the licensing period would be July 1, 2020 – June 30, 2021 subject to compliance with all requirements of the City Code, payment of the licensing fee and submittal to the State of Minnesota Liquor Control for their tracking purposes.

Please place these items on the July 13, 2020 City Council consent agenda.

CM/

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A PLUS SECURITY, INC.	wifi 7/1-9/30/20, update s	MN SQUARE VETERANS	PARKS	59.85
			TOTAL:	59.85
ADVANCE AUTO PARTS	service stickers	GENERAL FUND	STREETS	0.30
	service stickers	GENERAL FUND	PARKS	0.30
	air filters	GENERAL FUND	PARKS	9.44
	gloves	COMMUNITY CENTER	COMMUNITY CENTER	35.22
	service stickers	WATER	DISTRIBUTION AND STORA	0.15
	service stickers	WASTE WATER FUND	SOURCE/TREATMENT	0.15
	belts	WASTE WATER FUND	SOURCE/TREATMENT	59.01
	service stickers	ENVIRON SERVICES F	REFUSE DISPOSAL	0.15
	air & fuel filters	ENVIRON SERVICES F	REFUSE DISPOSAL	42.29
	service stickers	ELECTRIC FUND	POWER DISTRIBUTION	0.30
	service stickers	STORMWATER FUND	TREATMENT	0.15
	oil & fuel filters	STORMWATER FUND	TREATMENT	5.34
			TOTAL:	152.80
AFFORDABLE TOWING OF MANKATO, INC.	towing of a bus	MN RIVER VALLEY TR	INTERGOVERNMENTAL	352.69
			TOTAL:	352.69
ALL AMERICA PRESSURE WASHER MFG., INC.	hose tester	GENERAL FUND	FIRE	140.00
			TOTAL:	140.00
AMAZON	ax points	GENERAL FUND	NON-DEPARTMENTAL	39.88-
	labeler tape clipbd, corre	GENERAL FUND	POLICE	35.74
	animal cages	GENERAL FUND	COMMUNITY SERVICE	73.33
	2 animal live traps	GENERAL FUND	COMMUNITY SERVICE	57.09
	program supp	GENERAL FUND	RECREATION/LEISURE SER	14.98
	program supp	GENERAL FUND	RECREATION/LEISURE SER	83.82
	program supp	GENERAL FUND	RECREATION/LEISURE SER	42.52
	program supp	GENERAL FUND	RECREATION/LEISURE SER	73.70
	program supp	GENERAL FUND	RECREATION/LEISURE SER	61.58
	program supp	GENERAL FUND	RECREATION/LEISURE SER	67.27
	program supp	GENERAL FUND	RECREATION/LEISURE SER	258.06
	camp in a box supp	GENERAL FUND	RECREATION/LEISURE SER	179.52
	summer prog supp	GENERAL FUND	RECREATION/LEISURE SER	58.09
	fol summer reading	LIBRARY FUND	LIBRARY	47.35
	summer reading prog fol	LIBRARY FUND	LIBRARY	176.32
	bookmobile fol	LIBRARY FUND	LIBRARY	22.93
	summer reading take & make	LIBRARY FUND	LIBRARY	48.47
	ax points	COMMUNITY CENTER	NON-DEPARTMENTAL	1.80-
	ax points	WATER	NON-DEPARTMENTAL	89.24-
	lifting strap & clevises	WATER	DISTRIBUTION AND STORA	46.88
	ax points	WATER	ADMIN AND GENERAL	55.00
	ax points	WATER	ADMIN AND GENERAL	55.00
	ax points	WASTE WATER FUND	NON-DEPARTMENTAL	10.75-
	pad lock & pencils	ENVIRON SERVICES F	REFUSE DISPOSAL	31.67
			TOTAL:	1,347.65
AMERICAN PUBLIC WORKS ASSOCIATION	moulton membership renewal	GENERAL FUND	PUBLIC WORKS ADMIN	260.00
			TOTAL:	260.00
AUTOMATIC SYSTEMS CO.	well #12 repair	WATER	SOURCE OF SUPPLY	646.30
			TOTAL:	646.30
BACHMAN'S, INC.	vet's playground tree's	GENERAL FUND	PARKS	878.90

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	878.90
BATTERIES PLUS	replacement batteries	WATER	ADMIN AND GENERAL	223.60
			TOTAL:	223.60
BLACKSTONE PUBLISHING	audio books	LIBRARY FUND	LIBRARY	90.00
	audio books	LIBRARY FUND	LIBRARY	45.00
			TOTAL:	135.00
BOLTON & MENK INC	2020 fire hall	GENERAL FUND	FIRE	237.00
	annexation & locating prop	GENERAL FUND	ECONOMIC DEVMT	1,676.00
			TOTAL:	1,913.00
BORDER STATES ELECTRIC SUPPLY	#709 2" 450 sweeps	ELECTRIC FUND	NON-DEPARTMENTAL	24.21
			TOTAL:	24.21
BRAUN INTERTEC CORPORATION	services for new fire stat	GENERAL FUND	FIRE	2,123.10
			TOTAL:	2,123.10
BROWN/NICOLLET COMMUNITY HEALTH SERVIC	annual pool license for 20	GENERAL FUND	SWIMMING POOL	431.00
			TOTAL:	431.00
CHEMISOLV CORP	dewatering polymer	WASTE WATER FUND	BIOSOLIDS	3,266.00
			TOTAL:	3,266.00
CINTAS FIRST AID & SAFETY	first aid supplies for poo	GENERAL FUND	SWIMMING POOL	386.17
	first aid supplies for poo	GENERAL FUND	SWIMMING POOL	168.83
			TOTAL:	555.00
CITY OF LE SUEUR	july mrvt rent	MN RIVER VALLEY TR	INTERGOVERNMENTAL	136.27
	july mrvt rent	MN RIVER VALLEY TR	INTERGOVERNMENTAL	1,577.30
			TOTAL:	1,713.57
CIVICPLUS	recreation software	GENERAL FUND	RECREATION/LEISURE SER	4,991.30
			TOTAL:	4,991.30
THE CMI GROUP	feb & may collections	ELECTRIC FUND	CUSTOMER ACCOUNTS	274.27
			TOTAL:	274.27
COLE PAPERS INC	hand sanitizer	GENERAL FUND	CITY ADMINISTRATION	8.73
	hand sanitizer	GENERAL FUND	CITY CLERK	8.73
	hand sanitizer	GENERAL FUND	FINANCE	5.82
	hand sanitizer	GENERAL FUND	POLICE	4.65
	hand sanitizer	GENERAL FUND	BUILDING INSPECTOR	2.33
	hand sanitizer	GENERAL FUND	PUBLIC WORKS ADMIN	1.16
	hand sanitizer	GENERAL FUND	ECONOMIC DEVMT	0.58
	cleaning supplies	LIBRARY FUND	LIBRARY	24.86
	rubber gloves	LIBRARY FUND	LIBRARY	11.27
	rubber gloves	LIBRARY FUND	LIBRARY	28.16
	rubber gloves	LIBRARY FUND	LIBRARY	28.31
	credit for copy paper	COMMUNITY CENTER	COMMUNITY CENTER	16.90
	floor sander & parts	COMMUNITY CENTER	COMMUNITY CENTER	3,783.03
	copy paper	COMMUNITY CENTER	COMMUNITY CENTER	16.92
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	99.46
	rubber gloves	COMMUNITY CENTER	COMMUNITY CENTER	45.06
	rubber gloves	COMMUNITY CENTER	COMMUNITY CENTER	28.17

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	rubber gloves	COMMUNITY CENTER	COMMUNITY CENTER	28.31
	hand sanitizer	WATER	ADMIN AND GENERAL	5.24
	hand sanitizer	WASTE WATER FUND	ADMIN AND GENERAL	5.22
	hand sanitizer	ELECTRIC FUND	ADMIN AND GENERAL	15.71
			TOTAL:	4,134.82
CONSOLIDATED COMMUNICATIONS	monthly phone/internet/tv	GENERAL FUND	CITY ADMINISTRATION	77.73
	monthly phone/internet/tv	GENERAL FUND	CITY CLERK	15.36
	monthly phone/internet/tv	GENERAL FUND	FINANCE	132.07
	monthly phone/internet/tv	GENERAL FUND	MUNICIPAL BUILDING	7.11
	monthly phone/internet/tv	GENERAL FUND	POLICE	379.48
	monthly phone/internet/tv	GENERAL FUND	FIRE	152.25
	monthly phone/internet/tv	GENERAL FUND	BUILDING INSPECTOR	45.17
	monthly phone/internet/tv	GENERAL FUND	PUBLIC WORKS ADMIN	92.86
	monthly phone/internet/tv	GENERAL FUND	STREETS	52.28
	monthly phone/internet/tv	GENERAL FUND	SENIOR COORDINATOR	6.19
	monthly phone/internet/tv	GENERAL FUND	RECREATION/LEISURE SER	243.97
	monthly phone/internet/tv	GENERAL FUND	SWIMMING POOL	45.17
	monthly phone/internet/tv	GENERAL FUND	PARKS	95.62
	monthly phone/internet/tv	GENERAL FUND	ECONOMIC DEVMT	33.48
	monthly phone/internet/tv	LIBRARY FUND	LIBRARY	93.78
	monthly phone/internet/tv	PUBLIC ACCESS	PUBLIC ACCESS	15.36
	monthly phone/internet/tv	COMMUNITY CENTER	COMMUNITY CENTER	163.95
	monthly phone/internet/tv	WATER	ADMIN AND GENERAL	211.18
	monthly phone/internet/tv	WASTE WATER FUND	ADMIN AND GENERAL	213.93
	monthly phone/internet/tv	ENVIRON SERVICES F	ADMIN AND GENERAL	33.25
	monthly phone/internet/tv	ELECTRIC FUND	POWER PRODUCTION	36.23
	monthly phone/internet/tv	ELECTRIC FUND	ADMIN AND GENERAL	146.54
			TOTAL:	2,292.96
CORE & MAIN LP	#249 hydrants	WATER	NON-DEPARTMENTAL	6,630.00
	#247 hydrant flags	WATER	NON-DEPARTMENTAL	385.80
			TOTAL:	7,015.80
CRYSTEEL TRUCK EQUIPMENT INC	#207 tailgate	GENERAL FUND	STREETS	4,564.00
			TOTAL:	4,564.00
DAMON FARBER LANDSCAPE ARCHITECTS	vet's park creative playgr	GENERAL FUND	PARKS	980.00
			TOTAL:	980.00
DEZURIK, INC.	valve maint.	WASTE WATER FUND	SOURCE/TREATMENT	527.00
			TOTAL:	527.00
DON'S APPLIANCE & TV	bwtf fridge filter	WATER	PURIFICATION AND TREAT	49.99
			TOTAL:	49.99
DPC INDUSTRIES, INC.	potassium permanganate	WATER	PURIFICATION AND TREAT	1,994.50
			TOTAL:	1,994.50
DRUMMERS GARDEN CENTER	csp shrubs	GENERAL FUND	PARKS	139.93
			TOTAL:	139.93
EARL F ANDERSEN INC	signs	GENERAL FUND	PARKS	81.75
			TOTAL:	81.75
ENVIRONMENTAL TOXICITY CONTROL, INC.	acute toxicity test	WASTE WATER FUND	SOURCE/TREATMENT	875.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>875.00</u>
FASTENAL COMPANY	safety glasses	WATER	ADMIN AND GENERAL	75.33
	safety glasses	WASTE WATER FUND	ADMIN AND GENERAL	<u>75.33</u>
			TOTAL:	150.66
FERGUSON WATERWORKS #2516	cast iron stem cap	WASTE WATER FUND	COLLECTOR/LIFT STAT	<u>168.31</u>
			TOTAL:	168.31
FLEETPRIDE	#506 pressure protection v	GENERAL FUND	FIRE	<u>112.60</u>
			TOTAL:	112.60
FROZEN YOGURT CREATIONS	pool concessions	GENERAL FUND	SWIMMING POOL	<u>135.00</u>
			TOTAL:	135.00
GOODTIMES MANUFACTURING	2020 summer staff shirts	GENERAL FUND	RECREATION/LEISURE SER	<u>420.00</u>
			TOTAL:	420.00
GRAYBAR ELECTRIC COMPANY INC	repair tool	ELECTRIC FUND	POWER DISTRIBUTION	425.00
	red marking paint	ELECTRIC FUND	ADMIN AND GENERAL	<u>890.46</u>
			TOTAL:	1,315.46
GREATER MANKATO GROWTH	2020 regional economic dev	GENERAL FUND	ECONOMIC DEVMT	<u>6,551.93</u>
			TOTAL:	6,551.93
GUSTAVUS ADOLPHUS COLLEGE	senior newsletter postage	GENERAL FUND	SENIOR COORDINATOR	191.76
	senior newsletter sept-oct	GENERAL FUND	SENIOR COORDINATOR	<u>366.30</u>
			TOTAL:	558.06
HARRISON TRUCK CENTERS	#207 seat	GENERAL FUND	STREETS	<u>735.00</u>
			TOTAL:	735.00
HAWKINS, INC.	pool chemicals	GENERAL FUND	SWIMMING POOL	<u>2,550.35</u>
			TOTAL:	2,550.35
HOLIDAY COMMERCIAL	june fuel	MN RIVER VALLEY TR	INTERGOVERNMENTAL	<u>504.92</u>
			TOTAL:	504.92
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	<u>2,383.39</u>
			TOTAL:	2,383.39
INSIGHT PUBLIC SECTOR	ink cart.	GENERAL FUND	CITY ADMINISTRATION	141.33
	ink cart.	GENERAL FUND	CITY ADMINISTRATION	300.93
	ink cart.	GENERAL FUND	CITY ADMINISTRATION	121.30
	ink cart.	GENERAL FUND	CITY CLERK	141.33
	ink cart.	GENERAL FUND	CITY CLERK	300.93
	ink cart.	GENERAL FUND	CITY CLERK	121.30
	ink cart.	GENERAL FUND	FINANCE	94.22
	ink cart.	GENERAL FUND	FINANCE	200.62
	ink cart.	GENERAL FUND	FINANCE	80.87
	ink cart.	GENERAL FUND	POLICE	75.38
	ink cart.	GENERAL FUND	POLICE	160.50
	ink cart.	GENERAL FUND	POLICE	64.70
	ink cart.	GENERAL FUND	BUILDING INSPECTOR	37.69
	ink cart.	GENERAL FUND	BUILDING INSPECTOR	80.25
	ink cart.	GENERAL FUND	BUILDING INSPECTOR	32.35

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	keyboard & mouse pw admin	GENERAL FUND	PUBLIC WORKS ADMIN	72.18
	ink cart.	GENERAL FUND	PUBLIC WORKS ADMIN	18.84
	ink cart.	GENERAL FUND	PUBLIC WORKS ADMIN	40.12
	ink cart.	GENERAL FUND	PUBLIC WORKS ADMIN	16.17
	ink cart.	GENERAL FUND	ECONOMIC DEVMT	9.42
	ink cart.	GENERAL FUND	ECONOMIC DEVMT	20.06
	ink cart.	GENERAL FUND	ECONOMIC DEVMT	8.09
	ink cart.	WATER	ADMIN AND GENERAL	84.80
	ink cart.	WATER	ADMIN AND GENERAL	180.56
	ink cart.	WATER	ADMIN AND GENERAL	72.78
	ink cart.	WASTE WATER FUND	ADMIN AND GENERAL	84.80
	ink cart.	WASTE WATER FUND	ADMIN AND GENERAL	180.57
	ink cart.	WASTE WATER FUND	ADMIN AND GENERAL	72.78
	ink cart.	ELECTRIC FUND	ADMIN AND GENERAL	254.39
	ink cart.	ELECTRIC FUND	ADMIN AND GENERAL	541.68
	ink cart.	ELECTRIC FUND	ADMIN AND GENERAL	218.35
	monitor for bus drivers	MN RIVER VALLEY TR	INTERGOVERNMENTAL	<u>132.35</u>
			TOTAL:	3,961.64
ITRON, INC	annual hardware & software	WATER	CUSTOMER ACCOUNTS	1,017.16
	annual hardware & software	WASTE WATER FUND	CUSTOMER ACCOUNTS	1,017.16
	annual hardware & software	ELECTRIC FUND	CUSTOMER ACCOUNTS	<u>2,034.32</u>
			TOTAL:	4,068.64
JACKSON-HIRSH, INC.	laminating sheets	GENERAL FUND	CITY ADMINISTRATION	16.35
	laminating sheets	GENERAL FUND	CITY CLERK	16.35
	laminating sheets	GENERAL FUND	FINANCE	10.90
	laminating sheets	GENERAL FUND	POLICE	8.72
	laminating sheets	GENERAL FUND	BUILDING INSPECTOR	4.36
	laminating sheets	GENERAL FUND	PUBLIC WORKS ADMIN	2.18
	laminating sheets	GENERAL FUND	ECONOMIC DEVMT	1.09
	laminating sheets	WATER	ADMIN AND GENERAL	9.81
	laminating sheets	WASTE WATER FUND	ADMIN AND GENERAL	9.83
	laminating sheets	ELECTRIC FUND	ADMIN AND GENERAL	<u>29.44</u>
			TOTAL:	109.03
JAVENS MECHANICAL CONTRACTING CO.	wtp refrigerant	WASTE WATER FUND	SOURCE/TREATMENT	288.30
	gen. plant condenser	ELECTRIC FUND	POWER PRODUCTION	112.50
	gen. plant refrigerant	ELECTRIC FUND	POWER PRODUCTION	<u>205.50</u>
			TOTAL:	606.30
JOHNSON CONTROLS FIRE PROTECTION LP	fire sprinkler repair	LIBRARY FUND	LIBRARY	863.55
	fire sprinkler repair	COMMUNITY CENTER	COMMUNITY CENTER	<u>605.82</u>
			TOTAL:	1,469.37
TERRY KAMM	lic. renewal	WATER	ADMIN AND GENERAL	<u>51.00</u>
			TOTAL:	51.00
KASSULKE MASONRY	803 s. 5th st. sidewalk	GENERAL FUND	STREETS	3,168.50
	809 s. 5th st. sidewalk	GENERAL FUND	STREETS	<u>989.50</u>
			TOTAL:	4,158.00
KB CLEANING & SERVICES, LLC.	june 2020 janitorial servi	GENERAL FUND	PARKS	<u>2,550.00</u>
			TOTAL:	2,550.00
KIND VETERINARY CLINIC PA	paws animal care	RESTRICTED CONTRIB	COMMUNITY SERVICE	1,051.55

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,051.55</u>
KUSSMAUL ELECTRONICS CO., INC.	air hose connection	GENERAL FUND	FIRE	74.74
			TOTAL:	<u>74.74</u>
LAGER'S INC	radiator repair '09 charge	GENERAL FUND	POLICE	1,792.60
			TOTAL:	<u>1,792.60</u>
LEXIS NEXIS	may subscription	GENERAL FUND	POLICE	100.00
			TOTAL:	<u>100.00</u>
LOCATORS & SUPPLIES, INC.	fr class2 safety vests	ELECTRIC FUND	ADMIN AND GENERAL	1,177.71
			TOTAL:	<u>1,177.71</u>
LOFFLER	copier contract	GENERAL FUND	STREETS	53.62
	copier contract	GENERAL FUND	PARKS	42.90
	copier contract	WATER	ADMIN AND GENERAL	21.45
	copier contract	WASTE WATER FUND	ADMIN AND GENERAL	21.45
	copier contract	ENVIRON SERVICES F	ADMIN AND GENERAL	21.45
	copier contract	ELECTRIC FUND	ADMIN AND GENERAL	53.62
			TOTAL:	<u>214.49</u>
MALLOY MONTAGUE KARNOWSKI RADOSEVICH	2019 audit progress billin	GENERAL FUND	FINANCE	4,750.00
	2019 audit progress billin	WATER	ADMIN AND GENERAL	1,187.50
	2019 audit progress billin	WASTE WATER FUND	ADMIN AND GENERAL	1,187.50
	2019 audit progress billin	ENVIRON SERVICES F	ADMIN AND GENERAL	1,187.50
	2019 audit progress billin	ELECTRIC FUND	ADMIN AND GENERAL	1,187.50
			TOTAL:	<u>9,500.00</u>
MARCO, INC.	contract usage 05/23-06/22	GENERAL FUND	CITY ADMINISTRATION	31.88
	contract usage 05/23-06/22	GENERAL FUND	CITY CLERK	31.88
	contract usage 05/23-06/22	GENERAL FUND	FINANCE	21.25
	contract usage 05/23-06/22	GENERAL FUND	POLICE	17.00
	contract usage 05/23-06/22	GENERAL FUND	BUILDING INSPECTOR	8.50
	contract usage 05/23-06/22	GENERAL FUND	PUBLIC WORKS ADMIN	4.25
	contract usage 05/23-06/22	GENERAL FUND	ECONOMIC DEVMT	2.13
	contract usage 05/23-06/22	WATER	ADMIN AND GENERAL	19.13
	contract usage 05/23-06/22	WASTE WATER FUND	ADMIN AND GENERAL	19.10
	contract usage 05/23-06/22	ELECTRIC FUND	ADMIN AND GENERAL	57.38
			TOTAL:	<u>212.50</u>
PAT MCSHANE	driver's lic.	ELECTRIC FUND	ADMIN AND GENERAL	51.00
	boots	ELECTRIC FUND	ADMIN AND GENERAL	129.99
			TOTAL:	<u>180.99</u>
MEDIACOM	internet	MN RIVER VALLEY TR	INTERGOVERNMENTAL	156.90
			TOTAL:	<u>156.90</u>
MENARDS	cat cable	GENERAL FUND	CITY ADMINISTRATION	9.30
	cat cable	GENERAL FUND	CITY CLERK	9.30
	cat cable	GENERAL FUND	FINANCE	6.20
	finance covid shield	GENERAL FUND	MUNICIPAL BUILDING	30.29
	bldg covid shield	GENERAL FUND	MUNICIPAL BUILDING	20.82
	cat cable	GENERAL FUND	POLICE	4.96
	cat cable	GENERAL FUND	BUILDING INSPECTOR	2.48
	cat cable	GENERAL FUND	PUBLIC WORKS ADMIN	1.24

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
	fence in washington terrac	GENERAL FUND	STREETS	44.18	
	pool prep	GENERAL FUND	SWIMMING POOL	149.96	
	pool nuts & washers	GENERAL FUND	SWIMMING POOL	12.18	
	pool paint, fan	GENERAL FUND	SWIMMING POOL	39.95	
	cat cable	GENERAL FUND	ECONOMIC DEVMT	0.62	
	lawn irrig parts	LIBRARY FUND	LIBRARY	13.61	
	hand sanitizer	LIBRARY FUND	LIBRARY	14.92	
	outdoor irrigation parts	COMMUNITY CENTER	COMMUNITY CENTER	107.29	
	lawn irrig parts	COMMUNITY CENTER	COMMUNITY CENTER	13.61	
	hand sanitizer	COMMUNITY CENTER	COMMUNITY CENTER	14.93	
	cat cable	WATER	ADMIN AND GENERAL	5.58	
	cat cable	WASTE WATER FUND	ADMIN AND GENERAL	5.58	
	cat cable	ELECTRIC FUND	ADMIN AND GENERAL	16.74	
			TOTAL:	523.74	
METRO JANITORIAL SUPPLY INC.	stain remover cc	COMMUNITY CENTER	COMMUNITY CENTER	106.28	
			TOTAL:	106.28	
METRO SALES INC	copier contract	GENERAL FUND	POLICE	82.73	
			TOTAL:	82.73	
MEYER SIGNWORKS	hallett's pond pier signs	GENERAL FUND	PARKS	160.00	
			TOTAL:	160.00	
MIDWEST TAPE	media	LIBRARY FUND	LIBRARY	43.47	
	media	LIBRARY FUND	LIBRARY	24.73	
	media	LIBRARY FUND	LIBRARY	505.74	
	media	LIBRARY FUND	LIBRARY	98.19	
	hoopla june	LIBRARY FUND	LIBRARY	1,283.05	
			TOTAL:	1,955.18	
MISC VENDOR	BAKER, JILLIAN	over payment of dog lic.	GENERAL FUND	NON-DEPARTMENTAL	7.50
	MANKATO AREA FAST PITC	refund for jefferson field	GENERAL FUND	NON-DEPARTMENTAL	53.69
	HIGHLAND PROD GROUP, L	bike rack	GENERAL FUND	COMMUNITY SERVICE	241.00
	HOWE, MELISSA	covid micro loan	TORNADO DISASTER R	ECONOMIC DEVMT	3,950.00
				TOTAL:	4,252.19
MN BUREAU OF CRIMINAL APPREHENSION	bca access fee	GENERAL FUND	POLICE	270.00	
			TOTAL:	270.00	
MN DEPT OF HUMAN SERVICES	mowing services	GENERAL FUND	NON-DEPARTMENTAL	56.00	
			TOTAL:	56.00	
MINNESOTA PAVING & MATERIALS	tac oil	GENERAL FUND	STREETS	457.10	
	full depth asphalt	GENERAL FUND	STREETS	15,513.68	
	locust & elm curb patches	GENERAL FUND	STREETS	1,335.88	
	#9 n. 3rd st.	GENERAL FUND	STREETS	18,777.72	
	#8 elm, highland	GENERAL FUND	STREETS	3,960.66	
	locust, elm, n. 3rd valves	GENERAL FUND	STREETS	2,704.00	
	grain millers gault	WATER	DISTRIBUTION AND STORA	306.28	
	gravel	WATER	ADMIN AND GENERAL	36.72	
	gravel	WASTE WATER FUND	ADMIN AND GENERAL	36.72	
	gravel	ENVIRON SERVICES F	ADMIN AND GENERAL	18.36	
	gravel	ELECTRIC FUND	ADMIN AND GENERAL	91.81	
			TOTAL:	43,238.93	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MN POLLUTION CONTROL AGENCY	register 2 type iv refresh	WASTE WATER FUND	ADMIN AND GENERAL	<u>200.00</u>
			TOTAL:	200.00
PETE MOULTON	mileage 06/01/20 - 06/12/2	GENERAL FUND	PARKS	45.43
	mileage 06/01/20 - 06/12/2	WATER	ADMIN AND GENERAL	9.77
	lions dues	WASTE WATER FUND	ADMIN AND GENERAL	80.00
	mileage 06/01/20 - 06/12/2	ENVIRON SERVICES F	ADMIN AND GENERAL	12.07
	mileage 06/01/20 - 06/12/2	ELECTRIC FUND	ADMIN AND GENERAL	22.43
	mileage 06/01/20 - 06/12/2	STORMWATER FUND	ADMINISTRATION AND GEN	<u>23.58</u>
			TOTAL:	193.28
MTI DISTRIBUTING CO	#116 blades	GENERAL FUND	PARKS	482.92
	#220 control choke	GENERAL FUND	PARKS	<u>49.10</u>
			TOTAL:	532.02
MUNICIPAL CODE CORPORATION	6/20-5/21 online code host	GENERAL FUND	CITY ADMINISTRATION	<u>800.00</u>
			TOTAL:	800.00
MVTL LABORATORIES INC	wwtf nitrogen study	WASTE WATER FUND	SOURCE/TREATMENT	76.60
	lab testing	WASTE WATER FUND	SOURCE/TREATMENT	54.75
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	42.40
	sw nitrate (asn study)	STORMWATER FUND	TREATMENT	<u>72.00</u>
			TOTAL:	245.75
PAAPE COMPANIES, INC.	boiler repair	COMMUNITY CENTER	COMMUNITY CENTER	525.50
	boiler repair	COMMUNITY CENTER	COMMUNITY CENTER	<u>591.60</u>
			TOTAL:	1,117.10
PET EXPO DIST.	aquarium maint.	LIBRARY FUND	LIBRARY	<u>95.97</u>
			TOTAL:	95.97
PIONEER BANK	start up change for pool c	GENERAL FUND	NON-DEPARTMENTAL	150.00
	start up change for pool c	GENERAL FUND	NON-DEPARTMENTAL	50.00
	g.o. bond 2017a broadway w	WATER	INTEREST EXPENSE	<u>4,950.00</u>
			TOTAL:	5,150.00
PLONSKY PAINTING, LLC	repaint basement lunden st	TRAV GREEN SPEC HO	ECONOMIC DEVMT	<u>600.00</u>
			TOTAL:	600.00
R & E ENTERPRISES OF MANKATO	#9m milling s. 3rd st.	GENERAL FUND	STREETS	<u>5,450.00</u>
			TOTAL:	5,450.00
RAMY TURF PRODUCTS	futerra blanket	GENERAL FUND	PARKS	255.00
	turf blanket erosion contr	ELECTRIC FUND	POWER DISTRIBUTION	<u>225.00</u>
			TOTAL:	480.00
REINDERS	pitch mound clay	GENERAL FUND	PARKS	<u>864.65</u>
			TOTAL:	864.65
RESCO	#401 4/0 sweetbriar	ELECTRIC FUND	NON-DEPARTMENTAL	<u>1,930.00</u>
			TOTAL:	1,930.00
RIHM KENWORTH	chamber, kit	GENERAL FUND	STREETS	<u>339.23</u>
			TOTAL:	339.23
RIVER BEND BUSINESS PRODUCTS	chair mat	GENERAL FUND	CITY ADMINISTRATION	5.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	disinfecting wipes	GENERAL FUND	CITY ADMINISTRATION	7.11
	chair mat	GENERAL FUND	CITY CLERK	5.70
	disinfecting wipes	GENERAL FUND	CITY CLERK	7.11
	chair mat	GENERAL FUND	FINANCE	3.80
	disinfecting wipes	GENERAL FUND	FINANCE	4.74
	chair mat	GENERAL FUND	POLICE	3.04
	disinfecting wipes	GENERAL FUND	POLICE	3.79
	chair mat	GENERAL FUND	BUILDING INSPECTOR	1.52
	disinfecting wipes	GENERAL FUND	BUILDING INSPECTOR	1.90
	chair mat	GENERAL FUND	PUBLIC WORKS ADMIN	0.76
	disinfecting wipes	GENERAL FUND	PUBLIC WORKS ADMIN	0.95
	chair mat	GENERAL FUND	ECONOMIC DEVMT	0.38
	chair mat	GENERAL FUND	ECONOMIC DEVMT	37.99
	disinfecting wipes	GENERAL FUND	ECONOMIC DEVMT	0.47
	chair mat	WATER	ADMIN AND GENERAL	3.42
	disinfecting wipes	WATER	ADMIN AND GENERAL	4.27
	chair mat	WASTE WATER FUND	ADMIN AND GENERAL	3.41
	disinfecting wipes	WASTE WATER FUND	ADMIN AND GENERAL	4.26
	chair mat	ELECTRIC FUND	ADMIN AND GENERAL	10.26
	disinfecting wipes	ELECTRIC FUND	ADMIN AND GENERAL	12.80
			TOTAL:	123.38
ROYAL TIRE, INC	#717 tires	WATER	DISTRIBUTION AND STORA	1,704.34
			TOTAL:	1,704.34
SCHAEFER, RYAN	uniform	GENERAL FUND	POLICE	130.00
			TOTAL:	130.00
SCHOLASTIC LIBRARY PUBLISHING	youth books & materials	LIBRARY FUND	LIBRARY	270.25
			TOTAL:	270.25
JOEY SCHUGEL-PETTY CASH	daddy daughter dance supp	GENERAL FUND	RECREATION/LEISURE SER	19.98
	b&n gift cards	LIBRARY FUND	LIBRARY	20.00
			TOTAL:	39.98
SCHWICKERT'S, INC.	hvac repair	GENERAL FUND	MUNICIPAL BUILDING	1,300.00
	roofing repairs	LIBRARY FUND	LIBRARY	821.00
	roofing repairs	COMMUNITY CENTER	COMMUNITY CENTER	281.00
			TOTAL:	2,402.00
SHAWN C. ANDREWS	dot physicals	MN RIVER VALLEY TR	INTERGOVERNMENTAL	140.00
			TOTAL:	140.00
SHERWIN-WILLIAMS	paint for meeting room	LIBRARY FUND	LIBRARY	274.66
			TOTAL:	274.66
SITEONE LANDSCAPE SUPPLY	fertilizer	GENERAL FUND	STREETS	92.71
	moisture control granular	GENERAL FUND	STREETS	16.33
	fertilizer	GENERAL FUND	PARKS	92.71
	moisture control granular	GENERAL FUND	PARKS	16.33
	fertilizer	WATER	DISTRIBUTION AND STORA	46.36
	moisture control granular	WATER	DISTRIBUTION AND STORA	8.17
	fertilizer	WASTE WATER FUND	SOURCE/TREATMENT	46.36
	moisture control granular	WASTE WATER FUND	SOURCE/TREATMENT	8.17
	fertilizer	ENVIRON SERVICES F	REFUSE DISPOSAL	46.36
	moisture control granular	ENVIRON SERVICES F	REFUSE DISPOSAL	8.17

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	fertilizer	ELECTRIC FUND	POWER DISTRIBUTION	92.71
	moisture control granular fertilizer	ELECTRIC FUND	POWER DISTRIBUTION	16.33
	fertilizer	STORMWATER FUND	TREATMENT	46.35
	moisture control granular	STORMWATER FUND	TREATMENT	8.17
			TOTAL:	545.23
SKOGEN MECHANICAL, LLC.	boiler repair	LIBRARY FUND	LIBRARY	388.00
			TOTAL:	388.00
SMALL BUSINESS DEVELOPMENT CENTER	2020 contribution	GENERAL FUND	ECONOMIC DEVMT	2,000.00
			TOTAL:	2,000.00
SPEEDWAY	june fuel	ENVIRON SERVICES F	REFUSE DISPOSAL	67.00
			TOTAL:	67.00
SPRINT SOLUTIONS, INC.	june phone svc	GENERAL FUND	FIRE	17.04
	june phone svc	WATER	ADMIN AND GENERAL	39.99
			TOTAL:	57.03
SPS COMPANIES, INC. MANKATO	plumbing parts	COMMUNITY CENTER	COMMUNITY CENTER	5.99
			TOTAL:	5.99
SPX TRANSFORMER SOLUTIONS, INC	transformer heater	ELECTRIC FUND	POWER DISTRIBUTION	860.00
			TOTAL:	860.00
ST PETER AREA CHAMBER OF COMMERCE	anniversary chamber bucks	GENERAL FUND	POLICE	350.00
	anniversary chamber bucks	GENERAL FUND	STREETS	450.00
	anniversary chamber bucks	WATER	ADMIN AND GENERAL	100.00
	anniversary chamber bucks	ELECTRIC FUND	ADMIN AND GENERAL	300.00
	anniversary chamber bucks	STORMWATER FUND	ADMINISTRATION AND GEN	50.00
			TOTAL:	1,250.00
ST PETER FIREFIGHTERS RELIEF	2020 firefighters relief	FIREMANS RELIEF	FIRE	1,655.00
			TOTAL:	1,655.00
ST PETER HERALD	one yr subscrip - police d	GENERAL FUND	POLICE	60.95
			TOTAL:	60.95
SUMMIT SUPPLY CORPORATION OF COLORADO	dog park bench	GENERAL FUND	PARKS	2,128.50
	dog park bench	GENERAL FUND	PARKS	2,128.50
			TOTAL:	4,257.00
TAFT STETTINIUS & HOLLISTER	sales tax legislation serv	GENERAL FUND	FIRE	5,500.00
	financing inquires-fire ha	GENERAL FUND	FIRE	600.00
			TOTAL:	6,100.00
CURTIS THOMPSON	class a lic. renewal	WATER	ADMIN AND GENERAL	51.00
			TOTAL:	51.00
TRUGREEN CHEMLAWN	csp lawn service 2020	GENERAL FUND	PARKS	3,420.00
			TOTAL:	3,420.00
US AUTO FORCE	#217 tires	GENERAL FUND	POLICE	492.00
			TOTAL:	492.00
USA BLUE BOOK	dehumidifier	WASTE WATER FUND	CAPITAL-TREATMENT SYST	8,939.81

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	8,939.81
VERIZON WIRELESS	jetpack	GENERAL FUND	CITY ADMINISTRATION	35.01
	jetpacks	GENERAL FUND	FIRE	70.06
	jetpack	GENERAL FUND	BUILDING INSPECTOR	65.83
	cell phone	COMMUNITY CENTER	COMMUNITY CENTER	13.67
	cell phone	WATER	ADMIN AND GENERAL	15.49
	cell phone	WASTE WATER FUND	ADMIN AND GENERAL	14.03
	cell phone	ELECTRIC FUND	ADMIN AND GENERAL	16.12
	tablet data & cell phone	MN RIVER VALLEY TR	INTERGOVERNMENTAL	113.00
			TOTAL:	343.21
VISA	thermometers	GENERAL FUND	CITY ADMINISTRATION	62.95
	jetpack charger	GENERAL FUND	CITY ADMINISTRATION	22.41
	new laptop	GENERAL FUND	CITY ADMINISTRATION	638.14
	cancel - mcfoa annual conf	GENERAL FUND	CITY ADMINISTRATION	275.00-
	hdmi cables, wall mount, u	GENERAL FUND	CITY ADMINISTRATION	35.21
	sneeze guard	GENERAL FUND	ELECTIONS	193.20
	masks for elections	GENERAL FUND	ELECTIONS	101.95
	sanitizer	GENERAL FUND	ELECTIONS	352.80
	thermometers	GENERAL FUND	FINANCE	62.96
	hdmi cables, wall mount, u	GENERAL FUND	FINANCE	105.62
	hdmi cables, wall mount, u	GENERAL FUND	FINANCE	27.07
	barrier belt	GENERAL FUND	FINANCE	32.20
	uniform allow.	GENERAL FUND	POLICE	104.68
	hdmi cables, wall mount, u	GENERAL FUND	POLICE	120.39
	32" display high school vi	GENERAL FUND	POLICE	488.00
	blank gun permit	GENERAL FUND	POLICE	60.00
	apco annual membership fee	GENERAL FUND	POLICE	94.00
	hdmi cables, wall mount, u	GENERAL FUND	FIRE	13.14
	thermometers	GENERAL FUND	BUILDING INSPECTOR	31.47
	hdmi cables, wall mount, u	GENERAL FUND	BUILDING INSPECTOR	26.18
	thermometers	GENERAL FUND	PUBLIC WORKS ADMIN	62.96
	hdmi cables, wall mount, u	GENERAL FUND	PUBLIC WORKS ADMIN	58.11
	new monitors	GENERAL FUND	PUBLIC WORKS ADMIN	89.99
	certif. public fleet profe	GENERAL FUND	PUBLIC WORKS ADMIN	270.12
	bug spray sunscreen tbug s	GENERAL FUND	STREETS	52.25
	hdmi cables, wall mount, u	GENERAL FUND	STREETS	8.18
	sprayer tips & hose	GENERAL FUND	STREETS	23.26
	go to meeting	GENERAL FUND	STREETS	6.45
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	51.33
	hdmi cables, wall mount, u	GENERAL FUND	RECREATION/LEISURE SER	80.23
	new monitors	GENERAL FUND	RECREATION/LEISURE SER	89.99
	carrying case	GENERAL FUND	RECREATION/LEISURE SER	159.95
	nrpa annual membership	GENERAL FUND	RECREATION/LEISURE SER	175.00
	plastic bags	GENERAL FUND	RECREATION/LEISURE SER	71.50
	go to meetings	GENERAL FUND	RECREATION/LEISURE SER	22.27
	thermometers	GENERAL FUND	SWIMMING POOL	58.97
	bug spray sunscreen tape	GENERAL FUND	PARKS	52.25
	hdmi cables, wall mount, u	GENERAL FUND	PARKS	4.12
	sprayer tips & hose	GENERAL FUND	PARKS	18.60
	dog waste bags	GENERAL FUND	PARKS	108.89
	head for weed whips	GENERAL FUND	PARKS	193.98
	go to meeting	GENERAL FUND	PARKS	5.16
	thermometers	GENERAL FUND	ECONOMIC DEVMT	31.48
	annual fee	GENERAL FUND	ECONOMIC DEVMT	15.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	hdmi cables, wall mount, u	GENERAL FUND	ECONOMIC DEVTM	8.18
	thermometers	LIBRARY FUND	LIBRARY	58.97
	hdmi cables, wall mount, u	LIBRARY FUND	LIBRARY	138.50
	seeds & garden supplies	LIBRARY FUND	LIBRARY	7.56
	summer library supplies	LIBRARY FUND	LIBRARY	127.81
	book for book club	LIBRARY FUND	LIBRARY	5.36
	hot spot service	LIBRARY FUND	LIBRARY	75.00
	sneeze gaurds (covid-19)	LIBRARY FUND	LIBRARY	396.00
	hdmi cables, wall mount, u	PUBLIC ACCESS	PUBLIC ACCESS	13.14
	may dropbox monthly fee	PUBLIC ACCESS	PUBLIC ACCESS	57.58
	thermometers	COMMUNITY CENTER	COMMUNITY CENTER	58.97
	outdoor irrigation parts/	COMMUNITY CENTER	COMMUNITY CENTER	115.73
	outdoor irrigation parts r	COMMUNITY CENTER	COMMUNITY CENTER	115.73-
	hdmi cables, wall mount, u	COMMUNITY CENTER	COMMUNITY CENTER	4.12
	uniform allow.	COMMUNITY CENTER	COMMUNITY CENTER	134.99
	sneeze gaurds (covid-19)	COMMUNITY CENTER	COMMUNITY CENTER	594.00
	sneeze guard (covid-19)	COMMUNITY CENTER	COMMUNITY CENTER	198.00
	bug spray sunscreen tape	WATER	DISTRIBUTION AND STORA	26.13
	thermometers	WATER	ADMIN AND GENERAL	62.96
	hdmi cables, wall mount, u	WATER	ADMIN AND GENERAL	62.23
	awwa membership	WATER	ADMIN AND GENERAL	214.00
	sprayer tips & hose	WATER	ADMIN AND GENERAL	9.30
	go to meeting	WATER	ADMIN AND GENERAL	2.58
	bug spray sunscreen tape	WASTE WATER FUND	SOURCE/TREATMENT	26.13
	thermometers	WASTE WATER FUND	ADMIN AND GENERAL	62.96
	hdmi cables, wall mount, u	WASTE WATER FUND	ADMIN AND GENERAL	35.20
	solid waste mgmt-apwa	WASTE WATER FUND	ADMIN AND GENERAL	12.49
	sprayer tips & hose	WASTE WATER FUND	ADMIN AND GENERAL	9.30
	go to meeting	WASTE WATER FUND	ADMIN AND GENERAL	2.58
	bug spray sunscreen tape	ENVIRON SERVICES F	REFUSE DISPOSAL	26.13
	hdmi cables, wall mount, u	ENVIRON SERVICES F	REFUSE DISPOSAL	4.12
	black tags	ENVIRON SERVICES F	REFUSE DISPOSAL	35.09
	sprayer tips & hose	ENVIRON SERVICES F	ADMIN AND GENERAL	9.30
	go to meeting	ENVIRON SERVICES F	ADMIN AND GENERAL	2.56
	bug spray sunscreen tape	ELECTRIC FUND	POWER DISTRIBUTION	52.25
	hdmi cables, wall mount, u	ELECTRIC FUND	ADMIN AND GENERAL	58.11
	sprayer tips & hose	ELECTRIC FUND	ADMIN AND GENERAL	23.26
	go to meeting	ELECTRIC FUND	ADMIN AND GENERAL	6.45
	bug spray sunscreen tape	STORMWATER FUND	TREATMENT	26.11
	hdmi cables, wall mount, u	STORMWATER FUND	ADMINISTRATION AND GEN	17.21
	first aid bag	DARE PROGRAM FUND	POLICE	297.85
	thermometers	MN RIVER VALLEY TR	INTERGOVERNMENTAL	58.97
	toner cart.	MN RIVER VALLEY TR	INTERGOVERNMENTAL	78.92
			TOTAL:	7,107.78
WATER CONSERVATION SERVICE, INC.	1502 gault leak location	WATER	DISTRIBUTION AND STORA	408.90
			TOTAL:	408.90
WEBBER RECREATIONAL DESIGN, INC.	pool slide install	2019 EQUIPMENT CER	SWIMMING POOL	5,200.00
			TOTAL:	5,200.00
WERNER ELECTRIC SUPPLY	overload relay	WASTE WATER FUND	SOURCE/TREATMENT	123.50
			TOTAL:	123.50
WESCO DISTRIBUTION INC	#726 4" dust	ELECTRIC FUND	NON-DEPARTMENTAL	687.50
			TOTAL:	687.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOLF MOTOR COMPANY, INC.	installed module and oil c	MN RIVER VALLEY TR	INTERGOVERNMENTAL	1,180.10
			TOTAL:	1,180.10
ZEP SALES & SERVICE	zep big orange	GENERAL FUND	STREETS	51.94
	zep big orange	GENERAL FUND	PARKS	51.94
	zep big orange	WATER	DISTRIBUTION AND STORA	25.97
	zep big orange	WASTE WATER FUND	SOURCE/TREATMENT	25.97
	zep big orange	ENVIRON SERVICES F	REFUSE DISPOSAL	25.97
	zep big orange	ELECTRIC FUND	POWER DISTRIBUTION	51.94
	zep big orange	STORMWATER FUND	TREATMENT	25.96
			TOTAL:	259.69

===== FUND TOTALS =====

101	GENERAL FUND	121,972.95
211	LIBRARY FUND	8,526.18
213	PUBLIC ACCESS	86.08
217	COMMUNITY CENTER	7,437.19
234	FIREMANS RELIEF	1,655.00
240	TORNADO DISASTER REV LOAN	3,950.00
262	TRAV GREEN SPEC HOME CONS	600.00
419	2019 EQUIPMENT CERTIFICAT	5,200.00
601	WATER	21,027.38
602	WASTE WATER FUND	17,870.91
603	ENVIRON SERVICES FUND	1,571.44
604	ELECTRIC FUND	12,339.81
606	STORMWATER FUND	274.87
820	RESTRICTED CONTRIBUTIONS	1,051.55
821	DARE PROGRAM FUND	297.85
827	MN SQUARE VETERANS MEMORI	59.85
830	MN RIVER VALLEY TRANSIT	4,431.42
-----		
	GRAND TOTAL:	208,352.48
-----		

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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 budgeted purchases in excess of \$10,000 are hereby approved:

<b><u>VENDOR</u></b>	<b><u>ITEMS</u></b>	<b><u>PRICE</u></b>	<b><u>FUNDING</u></b>
Metering/Tech Solutions	200 AMI waters meters	\$27,600	Water
Bergerson-Caswell	Well #12 component installation	\$13,650	Water

- 2. The following license applications are hereby approved subject to payment of the licensing fee and compliance with the City Code:

<b><u>On Sale Liquor</u></b>		
The Capitol Room	419 S MN	7/14/20 – 6/30/21
<b><u>Sunday Liquor</u></b>		
The Capitol Room	419 S MN	7/14/20 – 6/30/21
<b><u>3.2 Beer Off Sale</u></b>		
Speedway #4141	123 St. Julien	7/14/20 – 6/30/21

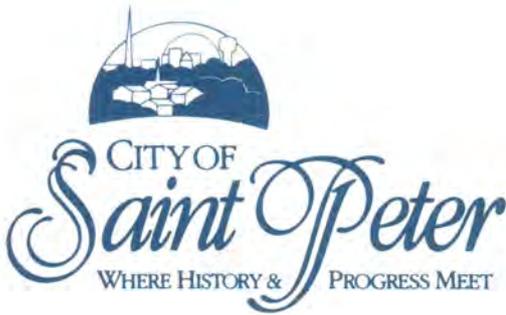
- 3. The schedule of disbursements for June 18, 2020 through July 8, 2020 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 13th day of July, 2020.

\_\_\_\_\_  
Charles Zieman  
Mayor

ATTEST:

\_\_\_\_\_  
Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** July 1, 2020

**FROM:** Sally Vogel  
Finance Director

**RE:** Resolution Accepting 2019 Financial Statements

### ACTION/RECOMMENDATION

Approve the resolution accepting the 2019 Financial Statements and the Independent Auditor's Report.

### BACKGROUND

Councilmembers have been provided with a copy of the 2019 Annual Financial Report and the Management Report from our audit firm, Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR). Jim Eichten, MMKR CPA, will be attending the City Council meeting (virtually) to present and discuss Saint Peter's financial position. The Auditor has given an unmodified (clean) opinion on the 2019 Financial Statements and will be bringing the final report to the meeting.

Please recall that when you look at the General fund data, it also includes data from the Insurance and Old Hospital Funds. These funds are combined due to the fact that the fund balances are unassigned.

During our discussions on the General Fund one way we measure financial strength is by the amount of reserve on hand. We strive to maintain cash to cover five months of expenses, which comes out to 42%. As of December 31, 2019 the following balances make up the General Fund Balance in the Financial Statements:

General Fund unrestricted	\$4,100,778	42.3% of the 2020 General Fund Budget
General Fund restricted	\$ 37,500	
Insurance Fund	\$ 126,820	
Old Hospital Fund	<u>\$ 40,508</u>	
Total:	\$4,305,606	51.7% of all the 2020 General Fund Budgets

The 2019 decrease in the General Fund reserve (without the additional funds) was \$549,338 vs. a budgeted decrease of \$401,484. The main driver is due to the unbudgeted \$309,000 expenditure for purchase of land for the new Fire Station. Should a fire station project move forward, it would be our plan to have debt associated with the project pay back that \$309,000 to the General Fund. We were able to offset some of the cost of the land purchase as other departments came in under budget.

Special Revenue Funds include the Library, Community Center, Public Access, Fireman's Relief, Revolving Loans, and Tax Increment Financing districts.

Debt Service Funds are doing as projected.

Capital Project Funds include the Permanent Improvement Fund, Parkland Dedication Fund, Equipment Certificates, Nicollet Meadows, Washington Terrace, Traverse Green Housing, and the Industrial Park. These funds are also performing as projected.

Enterprise Funds consist Of Electric, Refuse, Water, Wastewater and Storm Water Utilities, Transit System, Telecommunications Conduit, Long Term Care Facility Lease Fund, and The Medical Office Building. The unrestricted category of net assets shown in the utility funds is a good indicator of how funds are doing from year to year; this is an amount of money that the utility has available for future operation.

Trust Funds are set up when money is designated for a specific use. We have funds set up to use interest only for the purchase of library books, to record donations, DARE activity and employee flexible benefit proceeds.

**FISCAL IMPACT:**

The City has submitted the 2019 Financial Report to the State Auditor and we will continue discussions for maintaining fund balances at adequate levels. Acceptance of the audit has no fiscal impact other than triggering the final payment to the audit firm.

**ALTERNATIVES AND VARIATIONS:**

Do not act: Failure to accept the audit will make the City out of compliance with State regulations.  
Negative vote: Again, failure to accept the audit will mean the City is out of compliance with State regulations. Staff will wait for further direction from the City Council.  
Modification of the Resolution: This is always an option of the City Council.

Please feel free to contact me should you have questions or concerns on this agenda item

SV/

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2020-**

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

**RESOLUTION ACCEPTING 2019 FINANCIAL STATEMENTS TOGETHER WITH  
INDEPENDENT AUDITOR'S REPORT**

WHEREAS, preparation of the financial statements has been completed for the fiscal year ended December 31, 2019; and

WHEREAS, the content of these statements has been disclosed to the City Council and to the public in a public presentation; and

WHEREAS, the information contained in these statements will be available for public review at the Saint Peter Public Library and on the City of Saint Peter website.

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

1. The "City of Saint Peter, Minnesota - Financial Statements together with the Independent Auditor's Report" with opinion dated June 25, 2020 for the fiscal year ended December 31, 2019 are hereby accepted as an official and permanent record.
2. The closing entries and adjusting transactions made in connection with the audit of the financial statements are also accepted and approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this the 13<sup>th</sup> day of July, 2020.

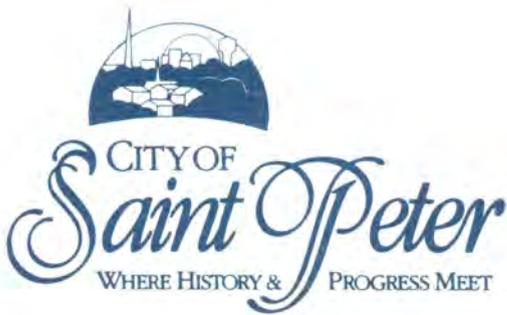
---

Chuck Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATED:** July 8, 2020

**FROM:** Sally Vogel  
Finance Director

**RE:** 2020 Equipment Certificate Proposal Acceptance

### ACTION/RECOMMENDATION

Accept the proposal from Pioneer Bank for the 2020 Equipment Certificate Bid from Pioneer Bank.

### BACKGROUND

At the December 9, 2019 City Council meeting a budget for the 2020 equipment certificate was approved to fund the following purchases:

Police	\$100,250	-	Net cost for a new squad car/Handheld Radios
Streets:	\$248,000	-	Road Grader
Pool:	<u>\$ 20,000</u>	-	Pool Heater for the main pool
	\$368,250		Total

These purchases of \$368,250 are to be funded by the 2020 equipment certificates.

Proposal forms were sent to six banks for a \$368,250 Equipment Certificate payable over a five year period. Proposals were received from First National Bank, HomeTown Bank and Pioneer Bank. Bremer, CCF and Wells Fargo did not submit proposals. The table below shows the amount of interest that would be paid based on each banks proposal:

Pioneer Bank	\$16,571.25
First National Bank	\$24,488.63
HomeTown Bank	\$25,261.95

Pioneer Bank submitted the lowest cost proposal, with interest rates of 1.50% for all five (5) years. I recommend acceptance of the proposal.

### FISCAL IMPACT:

Property taxes will be levied on all taxable property in the City for the payment of principal and interest of this Certificate according to the amortization schedule.

### ALTERNATIVES AND VARIATIONS:

Do not act: Purchase of equipment certificate items will stop and funding for purchases made will need another funding source. That source is likely General Fund Reserves.

Negative vote: Purchases already made in the 2020 Equipment Certificate will need another funding source.

Modification of the Resolution: This is always an option of the City Council.

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

CITY OF ST. PETER

SALE OF 2020 EQUIPMENT CERTIFICATES OF INDEBTEDNESS

\$368,250

	Cert # 1	Cert # 2	Cert # 3	Cert # 4	Cert # 5	NET INTEREST COST
Pioneer Bank	1.50%	1.50%	1.50%	1.50%	1.50%	\$16,571.25
First National Bank	1.95%	2.05%	2.15%	2.25%	2.35%	\$24,488.63
HomeTown Bank	2.05%	2.15%	2.25%	2.30%	2.40%	\$25,261.95

Debt Service Fund #320, Capital Fund #420

Pioneer Bank						Interest	Princ.	Annual Debt Pmt
Due Date								
08/01/21	1,104.75	1,104.75	1,104.75	1,104.75	1,104.75	5,523.75	73,650.00	79,173.75
08/01/22		1,104.75	1,104.75	1,104.75	1,104.75	4,419.00	73,650.00	78,069.00
08/01/23			1,104.75	1,104.75	1,104.75	3,314.25	73,650.00	76,964.25
08/01/24				1,104.75	1,104.75	2,209.50	73,650.00	75,859.50
08/01/25					1,104.75	1,104.75	73,650.00	74,754.75
						<b>16,571.25</b>	<b>368,250.00</b>	<b>384,821.25</b>

First National Bank						Interest	Princ.	Annual Debt Pmt
Due Date								
08/01/21	1,436.18	1,509.83	1,583.48	1,657.13	1,730.78	7,917.38	73,650.00	81,567.38
08/01/22		1,509.83	1,583.48	1,657.13	1,730.78	6,481.20	73,650.00	80,131.20
08/01/23			1,583.48	1,657.13	1,730.78	4,971.38	73,650.00	78,621.38
08/01/24				1,657.13	1,730.78	3,387.90	73,650.00	77,037.90
08/01/25					1,730.78	1,730.78	73,650.00	75,380.78
						<b>24,488.63</b>	<b>368,250.00</b>	<b>392,738.63</b>

HomeTown Bank						Interest	Princ.	Annual Debt Pmt
Due Date								
08/01/21	1,509.83	1,583.48	1,657.13	1,693.95	1,767.60	8,211.98	73,650.00	81,861.98
08/01/22		1,583.48	1,657.13	1,693.95	1,767.60	6,702.15	73,650.00	80,352.15
08/01/23			1,657.13	1,693.95	1,767.60	5,118.68	73,650.00	78,768.68
08/01/24				1,693.95	1,767.60	3,461.55	73,650.00	77,111.55
08/01/25					1,767.60	1,767.60	73,650.00	75,417.60
						<b>25,261.95</b>	<b>368,250.00</b>	<b>393,511.95</b>

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2020 -**

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

**RESOLUTION ACCEPTING PROPOSAL FOR SALE OF \$368,250 GENERAL OBLIGATION  
EQUIPMENT CERTIFICATES OF INDEBTEDNESS OF 2020; FIXING THE FORM AND  
SPECIFICATIONS THEREOF; AND PROVIDING FOR THEIR PAYMENT**

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

**SECTION 1. Findings.**

1.01 The City is authorized by Minnesota Statutes 412.301 (Act) to issue and sell its certificates of indebtedness on such terms and in such manner as the City determines to provide funds to finance the purchase of certain capital equipment subject to certain limitations contained in the Act.

1.02 It is hereby determined that the City is in need of various items of capital equipment ("Equipment"), which items and the estimated cost thereof are listed on Exhibit 1, attached hereto and made a part hereof. It is declared to be the intention of this Council to purchase the items of Equipment for the estimated costs listed on Exhibit 1, but this Council reserves the right to substitute other items of Equipment for those listed, when in its judgment, such factors as availability of the Equipment, competitive bidding considerations, and the desirability of obtaining alternate Equipment so dictate.

1.03 It is further found and determined as required by the Act that the principal amount of obligations to be issued will not exceed 0.25 percent of the market valuation of the taxable property in the City.

1.04 The City shall therefore issue and sell its General Obligation Equipment Certificates of Indebtedness of 2020("Certificates") pursuant to the Act to finance the purchase of the Equipment. Pursuant to Resolution 2019-154, quotes were solicited from local financial institutions.

**SECTION 2. Sale of Certificates**

2.01 The quote from Pioneer Bank ("Purchaser") to purchase the Certificates is hereby found and determined to be a reasonable offer and shall be and is hereby accepted, such bid being to purchase the Certificates at a price of par, the Certificates bearing interest at the following rates:

Certificate No. 1 – 1.50 percent per annum  
Certificate No. 2 – 1.50 percent per annum  
Certificate No. 3 – 1.50 percent per annum  
Certificate No. 4 – 1.50 percent per annum  
Certificate No. 5 – 1.50 percent per annum

The Mayor, City Clerk/Administrator, and City Treasurer are directed to enter into a purchase contract

for the Certificates with the Purchaser.

The Certificates may be prepaid in whole or in part by the City on any date at a price of the par amount to be redeemed plus accrued interest to the date of redemption. Prepayments shall be applied first to interest due and then to principal, and no prepayment shall relieve the City of the obligation to pay the remaining outstanding principal amount of the Certificates.

2.02 The City shall forthwith issue and sell the Certificates in the principal amount of \$457,000 dated as of the date of delivery, the Certificates being in the form of five typewritten certificates fully registered in the name of the Purchaser, bearing interest as set forth above, and which Certificates mature serially in the years and amounts as follows:

Certificate No. 1 in the principal amount of \$73,650 shall mature August 1, 2021.

Certificate No. 2 in the principal amount of \$73,650 shall mature August 1, 2022.

Certificate No. 3 in the principal amount of \$73,650 shall mature August 1, 2023.

Certificate No. 4 in the principal amount of \$73,650 shall mature August 1, 2024.

Certificate No. 5 in the principal amount of \$73,650 shall mature August 1, 2025.

### **SECTION 3. Form: Execution.**

3.01 Registered Form. The Certificates shall be issued in fully registered form. The interest thereon and, upon surrender of the Certificates, the principal amount thereof shall be payable by check or draft issued by the City Treasurer.

3.02 Dates: Interest Payment Dates. The interest on the Certificates is payable to the registered owner thereon on August 1<sup>st</sup>, commencing on August 1, 2020.

3.03 Registration. The City shall appoint a Certificate Registrar ("Registrar").

[a] Appointment of Initial Registrar. The City hereby appoints the Purchaser as the Initial Registrar.

[b] Registrar. The Registrar shall keep at his or her principal office a Certificate Register in which the Registrar shall provide for registration of ownership of Certificates.

[c] Transfer of Certificates. Upon surrender for transfer of the Certificates, duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof by an attorney duly authorized by the owner in writing, the Registrar shall note the name of the new owner in the Certificate Register and upon the Registration Certificate on the Certificates.

[d] Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Certificates are at any time registered in the Certificate Register as the absolute owner of such Certificates, whether the Certificates shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Certificates, and for all other purposes, and so made to such registered owner or upon the owner's order shall be valid and effectual to discharge the liability upon such Certificates to the extent of the sum or sums so paid.

3.04 Execution, Authentication, and Delivery. The Certificates shall be prepared under the direction of the City Treasurer and shall be executed on behalf of the City by the manual signatures of the Mayor and the City Clerk/Administrator. In case any officer whose signature or a facsimile of

whose signature shall appear on the Certificates shall cease to be such officer before the delivery of the Certificates, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. When the Certificates have been so prepared, executed and authenticated, the City Treasurer shall deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.05 Form of the Certificates. The Certificates shall be prepared in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF NICOLLET  
CITY OF SAINT PETER  
GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF 2020**

No. \_\_\_ \$ 73,650

The City of Saint Peter, a duly organized and existing municipal corporation in Nicollet County, Minnesota acknowledges itself to be indebted and, for the value received, hereby promises to pay Pioneer Bank, Minnesota or registered assigns, the principal sum of Seventy three thousand six hundred and fifty dollars (\$73,650) on August 1, 2021, with interest thereon from the date hereof at the annual rate of 1.50 percent per annum for certificate No.1, 1.50 percent per annum for certificate No. 2, 1.50 percent per annum for certificate No. 3, 1.50 percent per annum for certificate No. 4, 1.50 percent per annum for certificate No. 5, payable August 1<sup>st</sup>, in each year, commencing August 1, 2021, to the person in whose name this Certificate is registered. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft at the office of the City Treasurer in Saint Peter, Minnesota. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Certificate may be prepaid in whole or in part by the City on any date at the price of the par amount to be redeemed plus accrued interest to the date of redemption. Prepayments shall be applied first to interest due, and then to principal and no prepayment shall relieve the City of the obligation to pay the remaining outstanding principal amount of this Certificate.

This Certificate is one of an issue in the total amount of \$368,250, issued pursuant to a resolution adopted by the City Council on December 19, 2019 (the "Resolution") for the purpose of providing money to defray the expenses incurred and to be incurred in purchasing various items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes 412.301, but constitutes a general obligation of the City and, to provide monies for the prompt and full payment of said principal and interest as the same become due, the full faith and credit of the City is hereby irrevocable pledged, and the City Council has duly levied ad valorem taxes on all taxable property in the City for the payment of principal and interest of this Certificate, and will levy on all the taxable property in the City without limitation as to the rate or amount. As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable on the books of the Certificate Registrar by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Certificate Registrar, duly executed by the registered

owner or the owner's attorney.

The City and Certificate Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Certificate Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Saint Peter, Nicollet County, Minnesota, by its City Council has caused this Certificate to be executed on its behalf by the facsimile signatures of the Mayor and City Clerk/Administrator and has caused this Certificate to be dated as of the date set forth below.

Dated: \_\_\_\_\_

CITY OF SAINT PETER, MINNESOTA

\_\_\_\_\_  
City Clerk/Administrator

\_\_\_\_\_  
Mayor

Registration Certificate  
(to be attached to the Certificate)

3.06 The City Treasurer shall obtain a copy of the proposed approving legal opinion of the City Attorney, which shall be complete. The City Treasurer is hereby authorized and directed to execute the Certificates in the name of the City upon receipt of such opinion and to file the opinion in the City offices.

#### **SECTION 4. Security**

4.01 There is hereby created a separate debt service fund (Fund) for the Certificates, which shall be used for no other purpose than to pay the principal of and interest on the Certificates, provided that if any payment of principal or interest shall become due when there is not sufficient money in the Fund to pay the same, the Treasurer shall pay such principal or interest from the General Fund of the City and the General Fund shall be reimbursed for such advances out of monies appropriated by the City Council for such purpose.

4.02 For the purpose of paying the principal of and interest on the Certificates, there is hereby levied upon all taxable property in the City a direct annual irrevocable ad valorem tax, which shall be spread upon the tax rolls and collected with and as a part of the other general taxes of the City and shall be credited to the Fund, which tax is in the years and amounts as follows (the years shown are years of levy for taxes collectable in the following year):

<u>YEAR</u>	<u>TAX LEVY</u>
2020	\$ 83,000.00
2021	\$ 77,435.00
2022	\$ 77,435.00
2023	\$ 77,435.00
2024	\$ 77,435.00

The tax herein made may be reduced annually prior to the final certification of tax levy in the manner provided by Minnesota Statutes 475.61, Subdivision 3. A certified copy of this resolution shall be delivered to the County Auditor of Nicollet County in order to obtain the certificate required by Minnesota Statutes 475.63.

4.03 The net proceeds of the Certificates shall be paid into a special 2019 Equipment Certificate account ("Account") hereby created in the Fund. Expenditures from the Account shall be made only for capital costs of the Equipment financed by the Certificates. Records of expenditures from the Account shall be kept of such nature as are adequate to enable the City Treasurer to determine the following:

- [a] the date on which five percent (5%) of the Net Proceeds of the Certificates will have been expended;
- [b] the date on which final payment for all Equipment shall have been made;
- [c] the date on which an amount of money equal to the Net Proceeds of the Certificates, from whatever source derived, shall have been expended for the acquisition of the Equipment.

The City Treasurer shall at the request of any Certificate holder or of bond counsel approving issuance of the Certificates, furnish certificates regarding the status of the monies in the Account. Sums in the Account may be invested as permitted by law and will be invested in accordance with and subject to the conditions expressed in Section 5.02.

**SECTION 5. Transcription: Miscellaneous**

5.01 The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificates, certified copies of proceedings and records of the City relating to the Certificates, and to the financial condition and affairs of the City, and such certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificates, and such instruments, including any heretofore furnished, shall be deemed representations of the City as to the facts stated therein.

5.02 The City covenants and agrees with the holder of the Certificates from time to time that it will not take or permit to be taken by any of its officers, employees, or agents, any action which would cause the interest on the Certificates to become subject to taxation under the Internal Revenue Code of 1954, as amended (the "Code"), and the Treasury Regulations promulgated there under, and that it will comply with all provisions of H.R. 3838 in the form in which it was adopted by the United States House of Representatives on 18 December 1985 to maintain the tax exempt status of interest on the Certificates. The Certificates are hereby designated by the City as "qualified taxable

obligations" and a part of its \$10,000,000 limitation of such obligations within the meaning of and for purposes of Section 902(e)(3) of H.R. 3838, adopted by the United States House of Representatives on 18 December 1985. In the event H.R. 3838 is not adopted in the form referred to above, or in any form, the covenants in this section and in Section 4.03 will be of no further force or effect.

5.03 It is hereby determined that no comprehensive official statement or prospectus has been prepared or circulated by the City in connection with the sale of the Certificates and that the Purchaser has made its own investigation concerning the City as set forth in investment letter.

5.04 The actions of the officers and employees of the City in contacting prospective purchasers for the Certificates are ratified and confirmed in all respects.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 13th day of July, 2020.

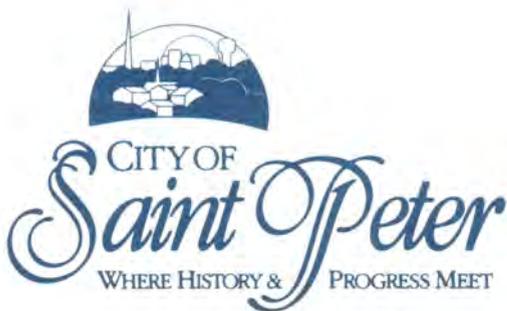
\_\_\_\_\_  
Chuck Zieman  
Mayor

ATTEST:

\_\_\_\_\_  
Todd Prafke  
City Administrator

**EXHIBIT 1  
2020 EQUIPMENT CERTIFICATE**

<u>Amount</u>	<u>Equipment</u>
\$ 28,250	New Squad Car
\$ 72,000	Handheld Radios for Police
\$ 248,000	Road Grader
\$ 20,000	Pool "Main Pool" Heater
<u>\$368,250</u>	<u>Total</u>



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 07/08/20

**FROM:** Russ Wille  
Community Development Director

**RE:** 4 the Team (Jay Doyscher) – Micro Loan Repayment Plan

### **ACTION/RECOMMENDATION**

Approve the repayment plan for a the Covid-19 Micro Loan awarded to Jay Doyscher (dba 4 the Team).

### **BACKGROUND**

A Covid-19 Micro Loan was provided to Jay Doyscher d.b.a. 4 the Team. The \$10,000 loan was closed on April 9, 2020 and recently Mr. Doyscher has indicated he will be permanently closing the St. Peter location. The promissory note indicates the note would be due and payable should the recipient close or otherwise relocate the business outside of the City of Saint Peter. Mr. Doyscher acknowledges as much in his correspondence.

Unable to immediately repay the \$10,000 loan, and with a desire to forgo more adverse actions such as bankruptcy, Mr. Doyscher has asked that the City accept repayment of the note at \$100 beginning August 1, 2020. Mr. Doyscher intends to maintain his Fairmont business enterprises which would provide the cash flow necessary to pay the monthly \$100 installment.

The EDA considered the matter at their June, 2020 meeting and recommended acceptance of the repayment plan at the rate of \$100/month beginning August 1, 2020.

### **FISCAL IMPACT:**

The repayment of the \$10,000 Covid-19 Micro Loan will be established at \$100 per month until the note is repaid in full.

### **ALTERNATIVES/VARIATIONS:**

Do not act: Staff will await further instruction from the Council.

Negative Votes: Mr. Doyscher will be informed of the City Council's denial and the note would be due immediately upon closing of the business.

Modification of the Resolution: This is always an option of the City Council.

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

RJW

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2020 -**

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

**RESOLUTION ESTABLISHING PLAN FOR REPAYMENT OF COVID-19 MICRO LOAN  
MADE TO JAY DOYSCHER (DBA 4 THE TEAM)**

WHEREAS, the Economic Development Authority (EDA) administers the City's Revolving Loan Funds; and

WHEREAS, the EDA was granted power to administer the loan program and to make recommendations to the City Council for disbursement of new loans as well as the administration of the loan program; and

WHEREAS, in April, 2020 a \$10,000 Covid-19 Micro Loan was awarded to Jay Doyscher, d.b.a. 4 the Team, as per the guidelines adopted by the City Council; and

WHEREAS, the City has been notified that Mr. Doyscher is permanently closing the 4 the Team operation due to the adverse financial impact of the Covid-19 outbreak; and

WHEREAS, the executed promissory note allows the City to demand the immediate repayment of the \$10,000.00 note upon the closure of 4 the Team; and

WHEREAS, in lieu of demanding the immediate repayment of the note in full, Mr. Doyscher has asked that the City accept monthly payments of \$100 per month beginning August 1, 2020 and continuing until the note is repaid; and

WHEREAS, the same consideration was previously allowed by the Council for a Highway 169 Construction Mitigation Micro Loan recipient; and

WHEREAS, the EDA considered Mr. Doyscher's request at their June meeting and have recommended City Council acceptance of the repayment agreement proposed by Mr. Doyscher.

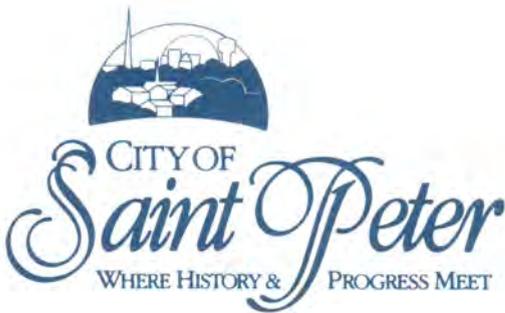
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: In lieu of demanding repayment in full upon the closure of 4 the Team, the City Council accepts Jay Doyscher's proposed plan for repayment of the \$10,000 note at \$100 per month beginning August 1, 2020 and continuing until the note is repaid in full.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 13<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Charles Zieman  
Mayor

ATTEST:

\_\_\_\_\_  
Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 07/08/20

**FROM:** Russ Wille  
Community Development Director

**RE:** Chamber of Commerce – Marketing Fund Request

### **ACTION/RECOMMENDATION**

Approve issuance of \$10,000 for a marketing fund to be administered by the St. Peter Chamber of Commerce to place advertisements on various media outlets in support of the Saint Peter business community.

### **BACKGROUND**

The Chamber of Commerce has been working closely with the City during the COVID-19 situation. By working in concert, we have been able to provide support to the entire Saint Peter business community including both Chamber and non-Chamber members.

We have provided guidance and have tried to be a conduit for information regarding the various programs of the Small Business Administration and the Minnesota Department of Employment and Economic Development and others. As businesses are slowly reopening to the public, our work in this area has changed to looking to promote opportunities to promote doing business locally.

The Chamber would like to implement a comprehensive marketing program to advertise Saint Peter stores and restaurants are open and ready for business. In May a request for financial assistance for this program was submitted to the Economic Development Authority (EDA). The EDA tabled action and requested a more detailed outline of the advertising campaign.

To that end, St. Peter Chamber of Commerce Executive Director Ed Lee prepared an outline for consideration which was provided to the EDA at their June meeting. The outlined indicated which media outlets or publications would be utilized to spread the message that Saint Peter businesses are open and practicing the appropriate safety and sanitation protocols. A copy of Mr. Lee's correspondence to the EDA is included for your review.

It should be noted that ads would be placed in support of the entire Saint Peter business community and not any individual operation or business entity.

The advertising program designed by Mr. Lee includes placement of print ads in the Mankato Free Press and the St. Peter Herald; radio broadcast ads on Radio Mankato and Alpha Media as well as KNUJ in New Ulm and, finally, KEYC television would run a minimum of 70 ads and

provide an expected 50,000 plus views on their website over a two week timeframe. Finally, a social media campaign would be implemented on Facebook.

In his correspondence, Mr. Lee also notes that while Minnesota Chamber of Commerce will be rolling out an ad campaign called "Minnesota Ready", they are encouraging local Chambers to launch their own marketing program utilizing a similar theme.

Our friends at Greater Mankato Growth, through their Visit Mankato business sector, have developed their own marketing campaign known as Kato Comeback. They have committed \$40,000 to place ads from June 14<sup>th</sup> through August. Given that this is a program of the Visit Mankato, LLC sector of GMG, we do not have the ability to participate in this particular programming through our Regional Economic Development Alliance (REDA) partnership.

The EDA discussed the merits of the marketing ad campaign with Mr. Lee and voted unanimously to recommend that the City Council provide the requested \$10,000 grant to support the advertising and marketing campaign designed by the Chamber of Commerce on behalf of Saint Peter business. A resolution to that effect has been prepared for City Council consideration.

**FISCAL IMPACT:**

\$10,000 would be provided from the interest income of the established revolving loan funds. Members may recall the source of funding was targeted to fund the CBD Accessibility grants. You may also remember those three grants have been approved and the anticipated remaining balance of the interest would be \$23,711. Meaning there are enough funds to provide this grant.

**ALTERNATIVES/VARIATIONS:**

Do not act: Staff will wait for further direction.

Negative Votes: The Chamber of Commerce will be notified of the City Council's denial.

Modification of the Resolution: This is always an option of the City Council.

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

RJW

## **COVID-19 Community Business Stimulus Funding Request**

**From:** Saint Peter Area Chamber of Commerce

**To:** City of Saint Peter Economic Development Authority

**Date:** Monday, June 8, 2020; **Contact:** Ed Lee, Saint Peter Chamber director, 507-934-3400

**Funding Amount Requested:** \$10,000 as soon as possible, to advertise and promote business scene

**Purpose:** Help rescue our local businesses during the COVID-19 outbreak

**Campaign Name:** Saint Peter Ready

**Saint Peter Ready:** Saint Peter shops and restaurants have plans in place to protect customers and employees and discourage the spread of coronavirus while bringing the local economy back to life

*Premise: Visiting with local business leaders, it's very clear they want to keep their employees and customers safe from COVID-19 while offering creative ways to sell their products and services through curbside and delivery opportunities, along with reopening indoor opportunities, while adhering to rules set by the state. Businesses are already doing this, so our Campaign supports them, rewards them and promotes them to customers and new potential customers. The Minnesota Chamber is on the verge of launching "Minnesota Ready" and encouraging localities to adapt it to "Saint Peter Ready" while offering branding and promotion of their own.*

**The Campaign:** Using traditional and social media to promote Saint Peter in a way that won't overwhelm local customer-facing businesses. The public is cautious, so shoppers in huge numbers are not anticipated. Store owners and restaurants say they are ready to serve more shoppers and diners.

**The Budget:** \$10,000 for advertising in St. Peter Herald, Free Press of Mankato, Alpha Media Radio, Radio Mankato, KEYC TV, KNUJ and Facebook. Chamber is requesting NO dollars within the up to \$10,000 to manage this program.

**Timeline:** Campaign would launch as soon as possible and continue through August 31.

**The Message:** We've heard you loud and clear. You and the governor seem to agree on this: You don't want yourself, your coworkers, your family members, your customers or your clients to get the coronavirus. The focus is building consumer confidence and encouraging personal responsibility with customers taking steps to keep themselves and others safe. So this is the basis of the Saint Peter Area Chamber of Commerce campaign named, "Saint Peter Ready". When you visit the websites of Saint Peter shops, restaurants and stores, you will see that most are offering creative opportunities for you to buy online or by phone. You can find links to all customer-facing businesses in the 56082 zip code by visiting [stpeterchamber.com](http://stpeterchamber.com) and clicking on the COVID-19 Business Updates page. Thank you for supporting Saint Peter businesses and the economy.

**First Wave of Promotion, to launch ASAP, amounts to \$5,000. Second wave of promotion amounts to \$5,000 and would be adapted to capitalize on what worked best with the first wave.**

**Chelsea at KEYC -- \$500 (pitch was \$500): Minimum of 70 runs on our 3 stations, as well as 50,000 impressions on KEYC.COM over a 2 week period.**

**Darcy at Radio Mankato -- \$500: If we buy an advertising package on one station, they will contribute ads on six other stations. Each month, we would run the ad for the duration of one week, likely early in the month. It would be about 42 commercials per month during the 12-week campaign.**

**Cheryl at Alpha Media -- \$500 -- Three ads for the price of one, so 90 ads between 6 a.m. and 12 a.m. Monday through Sunday based on availability over the 12-week period. River 105.5 is recommended, but we could select a different station. The three-for-one offer expires May 29 -- contracted by then. I (Ed) could sign the contract and fax/e-mail it to Cheryl.**

**Brenda at KNUJ -- \$300: Option 2: 28 ads on KNUJ 860 AM & 28 ads on SAM 107.3 FM for \$285.00. 15 second ads run between 6 a.m. and 7 p.m.**

**Kathleen at St. Peter Herald -- \$1700 (pitched \$1,300): If we spend \$1,300, they will contribute \$1,000 worth of advertising. We would get the front-page banner in the Herald for each of 12 consecutive weeks, beginning as early in June as possible. We would also get digital advertising on the Herald website amounting to 60,000 impressions**

**Free Press of Mankato (Pitched \$1,000) -- Friday editions featuring 2x2 ads in A-section or B-section local and state. Friday editions make sense because they promote the Saturday morning experience in Saint Peter.**

**Facebook -- \$500: I would propose boosting our message to an audience saturated within a dot-to-dot area of New Ulm, Lake Crystal, Waseca, Owatonna, Faribault, Northfield, Jordan and New Prague. The area would include, for course, Mankato and North Mankato, Saint Peter, Le Sueur, Le Center, Cleveland, Nicollet and several other communities.**

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2020-**

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

**RESOLUTION ESTABLISHING \$10,000 ST. PETER BUSINESS REOPENING PROMOTION  
FUND**

WHEREAS, the Economic Development Authority (EDA) administers the City's Revolving Loan Funds; and

WHEREAS, the EDA has been previously authorized by ordinance and enabling resolution of the City Council to undertake certain activities, make loans, grant funds or finance economic development projects enhancing the economic vitality of Saint Peter; and

WHEREAS, the COVID-19 emergency has had a significant adverse impact on the local business community; and

WHEREAS, numerous Saint Peter businesses were ordered to close entirely or were severely restricted in their activities due to the closures mandated by the Governor's Executive Orders; and

WHEREAS, as business and commerce slowly returns, the Chamber of Commerce has requested \$10,000 for funding for an advertising and marketing campaign in support of the entire Saint Peter business community; and

WHEREAS, the campaign, as designed by the Chamber, would place ads in local newspapers, on local radio and television stations and include a social marketing campaign targeted to residents within an approximate forty-five (45) mile radius of Saint Peter; and

WHEREAS, funding of marketing and promotional activities undertaken on behalf of the entire business community would be more effective than the solo efforts of each individual business enterprise; and

WHEREAS, the Economic Development Authority has recommended that the City Council appropriate \$10,000 to promote and market the Saint Peter business community as a shopping, dining and business destination as commerce resumes following the closures ordered by the Governor.

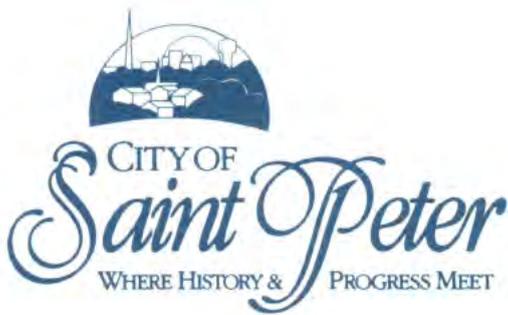
NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA THAT: A \$10,000 appropriation to the St. Peter Chamber of Commerce is hereby approved to fund marketing and promotional activities on behalf of the Saint Peter business community ending July 31, 2020.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 13<sup>th</sup> day of July, 2020.

ATTEST:

\_\_\_\_\_  
Charles Zieman  
Mayor

\_\_\_\_\_  
Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
 City Administrator

**DATE:** 07/08/20

**FROM:** Russ Wille  
 Community Development Director

**RE:** Guentzel Holdings, LLC ( Chad Guentzel d.b.a. Anytime Fitness)  
 Revolving Loan Request

### ACTION/RECOMMENDATION

Approve a \$77,500 revolving loan to Guentzel Holdings, LLC (Chad Guentzel dba Anytime Fitness) to partially finance the construction of a new Anytime Fitness franchise building at 1903 North Third Street.

### BACKGROUND

Chad Guentzel is the owner of the local Anytime Fitness franchise. In 2008 Mr. Guentzel received a \$50,000 loan from the Economic Development Authority (EDA) to partially finance his acquisition of the business and its assets. The note was successfully repaid as per the terms of the promissory note without a single exception.

At this time, Mr. Guentzel is being forced to relocate his business due to the pending sale of his leased space. Mr. Guentzel has made plans to construct a new Anytime Fitness facility at 1903 North Third Street.

The total cost to acquire the site, design the building and construct the new facility is calculated to be \$775,000. The proposed sources and uses would be as follows:

	HOMETOWN		SAINT PETER	
	<u>BANK</u>	<u>SBA 504</u>	<u>EDA</u>	<u>TOTAL</u>
Land Purchase	\$ 22,400.00	\$ -	\$ 77,500.00	\$ 99,900.00
Construction	\$ 365,100.00	\$ 267,144.00	\$ -	\$ 632,224.00
Contingency	\$ -	\$ 42,856.00	\$ -	\$ 42,856.00
	\$ 387,500.00	\$ 310,000.00	\$ 77,500.00	\$ 775,000.00

Hometown Bank would serve as the primary project lender and has approved a \$387,500 loan. The secondary lender would be the SBA 504 program. Under the guidelines of the SBA, Hometown Bank would finance the total construction of the proposed building. Once it is completed and a Certificate of Occupancy issued by the Building Official, the SBA will provide their \$310,000 contribution to Hometown Bank.

To complete the project financing, Mr. Guentzel has applied for a revolving loan in the amount of \$77,500 or 10% of the total project costs.

Appraisal Services of Mankato has completed a "post development" appraisal of the new development based upon the plans submitted by Mr. Guentzel. They have determined that once constructed, the land, structure and other site improvements would be appraised at \$750,000.

It should be noted that the appraisal establishing the post development value of \$750,000 is dated May 12, 2020. Subsequent to that date, the building plans were altered at the direction of the Anytime Fitness corporate entity as they undertook their required review and approval of the building design, materials and plans.

At the insistence of Anytime Fitness corporate, an additional four feet (4') was added to the building plans. The appraisal was of a 56' x 88' structure. The actual construction would now be of a 60' x 88' structure. As a result, it would be expected that the appraisal amount would be moderately increased to take the additional 352 square feet of finished building into account.

If the EDA loan were to be approved, the adopted guidelines would suggest the note be amortized on a twenty (20) year schedule with a balloon payment due at the end of the fifth year. As the loan was structured by Hometown Bank and SBA 504, the City's note would need to be on a straight 20 year amortization. The note can be amended from time-to-time as interest rates would change, but the 20 year amortization is necessary to close the loan as required by the SBA. The EDA noted this variance from the adopted loan guidelines as they considered their recommendation to approve the loan request.

The EDA guidelines suggest an interest rate of 3.25% which is the U.S. Prime Rate as published in this week's Wall Street Journal.

To successfully retire the note at those terms, monthly payments of \$440 would be required.

A subcommittee of the EDA consisting of Mr. Favre and Mr. Abels undertook a review of the pertinent business and personal financial statements provided by Mr. Guentzel. The subcommittee noted nothing of concern regarding the creditworthiness of Mr. and Mrs. Guentzel, Guentzel Holdings, LLC or Anytime Fitness St. Peter.

If approved, the note would be secured by a mortgage that would be subordinate to the mortgages to be filed by Hometown Bank and the SBA. It should be noted that the \$775,000 in identified project costs exceeds the original May 12<sup>th</sup> post development appraisal by \$25,000. However, it is suggested that the building addition required by Anytime Fitness corporate would increase the post development appraisal to sufficiently collateralize the EDA's note. Hometown Bank and SBA 504 have not required the appraisal be amended to reflect the additional 352 square feet of finished building.

The Economic Development Authority considered Mr. Guentzel's loan application at their regular June meeting and have recommended City Council approval of a \$77,500 revolving loan to Guentzel Holdings, LLC with the noted variance regarding the 20 year amortization of the note.

#### **FISCAL IMPACT:**

Sufficient funds remain within the established Revolving Loan account to finance the loan recommended by the EDA.

#### **ALTERNATIVES/VARIATIONS:**

Do not act: Mr. Guentzel will be notified of the delay.

Negative Votes: Mr. Guentzel will be notified of the City Council's denial  
Modification of the Resolution: This is always an option of the City Council.

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

RJW

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

**RESOLUTION APPROVING \$77,500 REVOLVING LOAN TO GUENTZEL HOLDINGS, LLC  
TO PARTIALLY FINANCE CONSTRUCTION OF A NEW COMMERCIAL STRUCTURE FOR  
ANYTIME FITNESS**

WHEREAS, the Economic Development Authority (EDA) administers the City's revolving loan funds; and

WHEREAS, the EDA was granted power to administer the loan programs and to make recommendations to the City Council for disbursement of new loans; and

WHEREAS, guidelines have been established which govern and determine the criteria of the revolving loan program; and

WHEREAS, Guentzel Holdings LLC has submitted an application to partially finance the construction of a new Anytime Fitness facility at 1903 North Third Street; and

WHEREAS, the project is an eligible activity of the revolving loan fund; and

WHEREAS, the EDA has reviewed the loan application and recommended approval of the loan.

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

1. The application for a \$77,500 revolving loan submitted by Guentzel Holdings, LLC to partially finance the construction of a new Anytime Fitness franchise at 1903 North Third Street is hereby approved subject to the following terms:
  - a. The annual interest on the loan shall be fixed at 3.25% and the loan shall be amortized on a straight twenty (20) year schedule.
  - b. The note shall be reviewed after each five year period of the amortization at which time the interest rate could be adjusted to reflect the U.S. Prime rate posted at the time of review.
  - c. The note made to Guentzel Holdings, LLC shall be personally guaranteed by Chad Guentzel and his spouse.
  - d. The loan shall be secured by a subordinate mortgage recorded against the Lot 1, Block 5, Orchard Ridge property following construction of the new commercial building. The mortgage shall be subordinate to those filed by Hometown Bank and SBA 504 program.

- e. The loan shall become immediately due and payable should Anytime Fitness St. Peter be partially or wholly move outside of the City of Saint Peter.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 13<sup>th</sup> day of July, 2020.

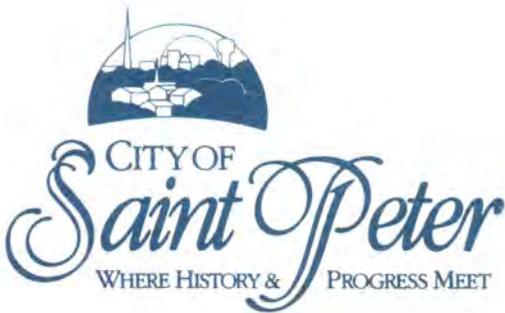
---

Charles Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 7/8/20

**FROM:** Russ Wille  
Community Development Director

**RE:** Multi-Family Development (Outlot D, Traverse Green Subdivision) – Purchase Agreement

### **ACTION/RECOMMENDATION**

Approve sale of 12.8 acres of Outlot D, Traverse Green Subdivision to Community Asset Development Group, LLC (CADG) for construction of a multi-family housing development.

### **BACKGROUND**

For the last couple of months, we have been working with Community Asset Development Group (CADG), a private residential housing developer that has been exploring the Saint Peter market to construct a multi-family housing development. CADG originally was interested in a different site, the costs of which were determined to be prohibitive given the amount of fill and grading necessary to accommodate the construction.

As such, and convinced that there is a need for additional multi-family housing in the market, the developer renewed their search for an acceptable development site in St. Peter. Staff believes there is a market in our area for the type of housing proposed and that using Tax Increment Financing helps ensure that the rentals fall into a couple of different income levels which are needed within our community.

At this time, CADG would like to enter into a purchase agreement with the City for the purchase of 12.8 acres of the 15.43 acre Outlot D in Traverse Green Subdivision. Execution of a purchase agreement would allow them to undertake their due diligence and other predevelopment activities such as environmental and geotechnical reviews, while maintaining the necessary site control.

Outlot D is located on the northern most portion of the subdivision (see map). The City had previously solicited development proposals for the Outlot and received no proposals. The lot continues to be leased as farmland.

Access to the site is planned to be provided by the construction of a Clark Street extension off of Nicollet Avenue (CSAH #20). This access point is established by the right-of-way plat adopted when Nicollet Avenue was constructed in the early 2000's. Ultimately, this extension would connect with Clark Street which currently dead ends in the Standard Lumber Subdivision at Warren Park.

The Outlot is zoned (R-3) Multi-Family Residential. As an Outlot, the property would need to be appropriately platted prior to any development. The Outlot contains 15.43 acres of land, however CADG only wishes to purchase 12.8 acres of the Outlot. The remaining parcel could be sold for a single family development.

CADG would propose to develop the easterly 12.8 acres of the Outlot following acquisition and platting of the property. They would propose a price of \$10,000 per acre or \$128,000. This price is within the range anticipated when the first request for development proposals was solicited by the City in 2016.

The developer proposes to place \$5,000 in escrow as earnest money. If CADG were to determine prior to September 15, 2020 that the site could not be economically and reasonably developed, the earnest monies would be returned to the developer. If CADG were to withdraw from the project after that date, the funds would not be refunded. If CADG proceeds with the purchase, the earnest money would be applied to the \$128,000 purchase price.

CADG has requested access to Tax Increment Financing (TIF) to reimburse them for certain allowable development costs. To determine the percentage of TIF to be provided, CADG would be asked to identify the development costs that would be eligible to be reimbursed. As a general rule of thumb, the below grade infrastructure, site grading, utilities, parking areas and the purchase price of the land are eligible TIF expenses.

The provision of TIF is a common development tool used by municipalities to support the development of housing. The expectation is that by partially underwriting the cost of construction, the developer can establish and maintain affordable rent levels.

If TIF is provided to support the multi-family development, at least 20% of the units would need to be rented to households at or below 50% of the area median income adjusted by family size; or, 40% of the units would need to be occupied by households at or below 60% of the area median income adjusted for family size.

Most developers choose the 20% of the units at 50% of the area median income option. The applicable income levels by household size is adjusted annually. The current income levels by household size for our Metropolitan Statistical Area (MSA) are as follows:

<u>Household Size</u>	<u>Annual Income</u>
1 person	\$29,650
2 persons	\$33,900
3 persons	\$38,150
4 persons	\$42,350
5 persons	\$45,750
6 persons	\$49,150
7 persons	\$52,550
8 persons	\$55,950

The developer would need to provide annual documentation to ensure that they continue to meet the income limits and percentage of units rented to eligible families. The reporting requirement would remain in place for the life of the TIF district.

To serve the 12.8 acre site with sanitary sewer service, the sewer main that currently dead ends in the Clark Street right-of-way at Warren Park would need to be extended to the west across the

Enz and Ben Pell properties. The 2016 Comprehensive Plan shows Clark Street being extended from Warren Park to Nicollet Avenue (CSAH #20).

To begin the process, Bolton & Menk has been asked to prepare a right-of-way plat showing the alignment of an extended Clark Street and the lands that would constitute the future road right-of-way. It is important to note that the adoption of the plat does not provide for the transfer or purchase of any land. It only establishes the location of the future improvements and gives notice to the current property owners of the City's intent.

Upon adoption of the plat, the City would still need to obtain an easement for the extension of the sanitary sewer main. In the absence of a negotiated easement agreement, the City may need to obtain the easement through alternative means such as eminent domain.

As with the sale of most City owned property, the agreement provides that the City Council would need to approve the building design and building materials of the development. If the City were to deny the planned design and materials, the agreement would be null and void. The earnest monies would appropriately be refunded to CADG.

City Attorney Brandt has prepared a draft purchase agreement by and between the City and Community Asset Development Group for your review and consideration. A copy is included in this packet. CADG has already consented to the terms and conditions of the purchase agreement presented for your approval. They have returned a signed copy as per City operating procedures. Any alterations proposed by the City Council would need to be acceptable to CADG.

If the project were to proceed, a tax increment financing development agreement would be drafted for future City Council consideration.

It may be important to note that approval does not mean our work is completed or that a development will take place. This is really step two in the process with future actions including approval of design, approval of TIF and the actions needed for the sewer extension which is well within the legal rights of the City, but may lead to some unhappiness from the current land owners.

**FISCAL IMPACT:**

The City does have some upfront cost in legal fee thus far, but in general the remaining cost would be borne by the developer and paid either from their funds or through the TIF. The exact amount of TIF to be provided is yet to be determined and will be based on the value of the development and the cost of the TIF eligible expenses. We would expect that number to be in the \$500,000 range. In addition, we would plan to use wastewater funds in the extension of the sewer main under the plated Clark Street. That main extension will be of value to the abutting property owners when their parcels of land are developed and is part of the master plan for that area. We believe that we are in a very positive bidding environment right now for that type of underground work. Those funds spent on the sewer extension would be recouped via assessment at the time those developments take place; however, note recouping of those fund could be years into the future.

**ALTERNATIVES AND VARIATIONS:**

Do not act. Staff will look for additional direction from the Council and will inform the developer.  
Negative vote. Staff will assume you have decided that the type of development proposed is not to your liking and continue to market as single family housing.

Modification to the Resolution. This is always an option of the Council; however, any change to the terms of the agreement will likely restart negotiations on the purchase agreement.

City Attorney Brandt, City Administrator Prafke and I will attempt to answer any questions of the Mayor and Council.

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

RJW

## PURCHASE AGREEMENT

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Saint Peter, a municipal corporation (“CITY”) and Community Asset Development Group, LLC, a Minnesota limited liability company (“CADG”).

WHEREAS, CITY is the owner of certain real property situated in the City of Saint Peter, County of Nicollet, State of Minnesota, legally described as follows, to-wit:

The Easterly 12.8 acres of Outlot D, Traverse Green Subdivision, Nicollet County, Minnesota to be established by a Registered Land Survey;

(the “Property”).

WHEREAS, CADG wishes to purchase the above Property.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Twenty-eight Thousand Dollars (\$128,000.00) and other good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, CITY hereby grants to CADG the exclusive right to purchase the Property for the sum and upon the terms and conditions as follows.

### I. PRICE AND TERMS

The price for the real and personal property included in this sale is One Hundred Twenty-eight Thousand Dollars (\$128,000.00), which the CADG shall pay as follows:

Earnest money of Five Thousand Dollars (\$5,000.00) by check payable to Stewart Title (the “Title Company”) and One Hundred Twenty-three Thousand Dollars (\$123,000.00) cash, wire transfer or other immediately available funds on the day of closing.

### II. RIGHT OF ENTRY

A. **Inspection, Investigation and Due Diligence.** Until September 15, 2020, (the “Investigation and Due Diligence”) CADG shall have the right to perform the following procedures:

1. Physical/Engineering: Inspect the property.

2. Regulatory: Investigate all zoning code and other governmental requirements.
3. Site Plan: Submit site and building plans to CITY for review and approval.
4. Tax Increment: Negotiate tax increment agreement with the CITY.
5. Title: Review and perform preliminary title reports and survey.

In the event that during the Investigation/Due Diligence period CADG determines for whatever reason and in its sole discretion that any matter whatsoever regarding the Property is not acceptable, CADG shall notify CITY under which event the Purchase Agreement shall, at CADG'S option, terminate and CADG shall be entitled to a full and prompt refund of the earnest money.

CADG'S obligation to complete the purchase of the Property will be contingent upon the verification and approval of title, survey (at CADG'S expense) and CITY'S performance of this agreement, as well as obtaining approvals and licenses necessary to construct and operate CADG'S proposed development of the Property and any required zoning and site plan approvals.

CADG shall provide CITY with copies of all site and premises specific studies, assessments, site plans, tests, surveys and due diligence materials generated by CADG in connections with CADG'S efforts to acquire and develop the Property.

During the Investigation/Due Diligence Period CADG shall complete the following and if CADG fails to do so CITY may cancel the purchase agreement and the earnest money shall be returned to CADG:

1. submit site and building plans to CITY prior to August 15, 2020;
2. obtain a commitment for financing by September 1, 2020.

- B. **Mechanics Lien; Indemnity.** Under no circumstances shall CADG allow any lien to be filed against the Property for any labor or materials furnished to or for CADG prior to Closing. CADG shall repair any damage and return the Property to substantially its condition existing prior to CADG'S entry upon the Property. CADG shall defend, indemnify and hold the CITY harmless from any damages, liens, claims, liability, injuries or costs

(including attorney's fees) as may be incurred by the CITY as a result of, or relating to such tests and inspections of the Property. This obligation to defend, indemnify and hold harmless shall survive expiration or termination of this Agreement.

C. **Liability Insurance.** Prior to any entry by CADG or any of CADG'S Designees onto the Property, CADG shall:

1. if CADG does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to CITY, covering all CADG'S activities, with a single limit of liability (per occurrence and aggregate) of not less than \$1,500,000.00; and
2. deliver to CITY a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that CITY has been named as an additional insured thereunder with respect to any CADG'S activities (such Certificate of Insurance shall be delivered to CITY, at the address for notices set forth below CITY'S execution of this Agreement). Such insurance shall be written on an "occurrence" basis and shall be maintained in force until the earlier of:
  - (a) the termination of this Agreement and the conclusion of all CADG'S activities; or
  - (b) Closing.
3. such insurance shall waive all rights of subrogation against the CITY or CITY'S officers, directors, employees, representatives and affiliates.

### III. SPECIAL CONDITIONS AND CONTINGENCIES

- A. **Title.** CITY warrants and represents that at the time of Closing CITY shall have good and marketable title to the property subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota.
- B. **Design Approval.** Prior to closing, CITY reserves the right to approve CADG'S building design. If the CITY does not approve CADG'S building design, this Purchase Agreement shall be null and void. The CITY reserves

the right to deny any building permit which does not comply with the building design approved by the CITY.

- C. **Development Covenants.** Site development and building construction will be in accordance with the Uniform Building Code and zoning ordinance of the City of Saint Peter. These requirements will apply to all new construction as well as reconstruction and remodeling. These requirements are in addition to any applicable law or ordinance and shall govern in case of differences.
- D. **Exterior Building Materials.** Prior to closing, exterior building materials and finishes shall be subject to review and approval of the CITY.
- E. **Landscaping.**
  - 1. Landscape materials shall be maintained in a neat and satisfactory manner. CADG or assignees are responsible for maintenance of all plant materials in the public right-of-way abutting the Property.
  - 2. CADG or assignees will be responsible for the complete sodding or seeding and maintenance of the Property including all undeveloped area.
  - 3. No exterior fences, cribs, walls or other enclosures will be permitted without the approval of the CITY.
  - 4. Flag poles will be limited to a maximum height of 30 feet.
- F. **Equipment Screening and Refuse Areas.** Refuse containers will be located within buildings or be fully screened by an enclosed wall not less than six feet high. The enclosing wall's exterior cladding shall match that of the building's exterior.
- G. **Security.**
  - 1. CADG shall provide the plan for outdoor lighting of pedestrian walkways and parking areas, which shall be approved by the CITY prior to closing.
  - 2. Hazardous areas such as steep slopes and sudden grade changes shall be protected by retaining walls or other acceptable treatment.

- H. **Site Lighting.** Consistency in the design and specifications of road, parking and surface mounted building lights is an important element in achieving a coordinated image for the development. Light poles will be among the taller structures installed on site and will play a role in shaping public perception for the project.
1. Private Roadway Lighting: Maximum Height: 20'
  2. Parking Lighting: Maximum Height: 40'

#### **IV. EXAMINATION OF TITLE BY CADG**

CITY shall furnish CADG with a Registered Property Abstract of Title certified to date, including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. CADG shall have ten (10) business days after receipt of the Registered Property Abstract either to have CADG'S Title Company examine the title and provide CITY with written objections or at CADG'S own expense, to make an application for a Title Insurance Policy and notify CITY of the application. CADG shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide CITY with a copy of the Commitment and written objections. CADG shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of CITY'S covenant to deliver a General Warranty Deed.

CITY shall have 30 days from receipt of CADG'S written title objections to make title marketable. Upon receipt of CADG'S title objections, CITY shall, within ten (10) business days, notify CADG of CITY'S intention to make title marketable within the 30-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by CITY shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and CITY makes title marketable, then upon presentation to CADG and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and CITY proceeds in good faith to make title marketable but the 30 day period expires without title being made marketable, CADG may declare this Agreement null and void by notice to CITY and neither party shall be liable for damages hereunder to the other.

- C. If title is marketable, or is made marketable as provided herein, and CADG defaults in any of the agreements herein, CITY may elect either of the following options as permitted by law:
1. Cancel this Agreement as provided by statute. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note and may be presented for payment notwithstanding cancellation.
  2. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

## V. CLOSING

CADG agrees to close prior to October 15, 2020 unless extended under this agreement. In the event CADG requests an extension, CADG shall deposit an additional non-refundable Fifteen Thousand Dollars (\$15,000.00) earnest money with Title Company and closing shall be extended for up to ninety (90) days.

## VI. RISK OF LOSS

CITY shall keep the Property in its current condition until closing and assume all risk of destruction, loss of damage to the Property due to fire, storm, or other casualty up to the date of closing. In the event of any adverse change in the condition of the Property, CADG, in CADG'S sole discretion, at its option and by notice to CITY, may either (i) terminate this Agreement, or (ii) close on the Property.

## VII. TAXES AND ASSESSMENTS

City warrants that real property taxes are exempt for tax year 2020 and there are no special assessments or pending special assessments against the real estate, expect the special assessment for wastewater sewer as to be set forth in the Development Agreement.

## VIII. REPRESENTATIONS AND WARRANTIES BY CITY

CITY warrants and represents to CADG that the following statements are true and accurate as of the date of this Agreement and the Closing Date:

- A. **Title.** CITY is the record owner of good and marketable title to the Property. So long as this Agreement remains in force, the CITY shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or

encumbrance of all or any portion of the Property in a manner which not be released at or prior to Closing.

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

C. **Hazardous Substances.** CITY has no knowledge of, nor has CITY used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. CITY understands and agrees that, as between the CITY and CADG, CITY is solely responsible for liability under any Environmental Laws, including any requisite clean up of any Hazardous Substance, which arise as a result of use of the Property during the period of CITY'S ownership. To CITY'S knowledge, CITY has not received any written notice from any governmental authority concerning the presence of any Hazardous Substance located on, in or under the Property.

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

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

D. **Violations.** Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by the CITY of any judgment, order, writ, injunction or decree issued against or imposed upon it, or, to CITY'S

knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

- E. **Proceedings.** To CITY'S knowledge there is no threatened or pending action, litigation or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against CITY with respect to CITY'S interest in the Property.
- F. **Governmental Notices.** To CITY'S knowledge, CITY has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting subdivision or other law, ordinance or regulation.
- G. **Wells; Private Sewage.** CITY certifies and warrants that to CITY'S knowledge there are no "wells", within the meaning of Minn. Stat. 1031, or individual septic systems on the Property. The representation is intended to satisfy the requirements of that statute. CITY certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to CITY'S knowledge there are no existing or abandoned individual sewage treatment system on the Property.
- H. **Storage Tanks.** To CITY'S knowledge no above ground or underground tanks are located in or about the Property, in use or abandoned, and no such tanks have been removed during CITY'S ownership of the Property.
- I. **Mechanics Liens.** CITY has paid for, or will pay for on or before Closing, all work, supplies and materials, performed upon and supplied to the Property by or on behalf of CITY.
- J. **Foreign Person.** CITY is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.
- K. **Methamphetamine Disclosure.** To CITY'S knowledge, no methamphetamine production has occurred on the Property.
- L. **Clean Conditions.** CITY shall remove all debris, trash, rubbish and yard waste from the land before the possession date.
- M. **Wetlands, Flood Plain and Shoreland.** CITY knows of no wetlands, flood plain or shoreland on or affecting the Property.

- N. **Protected Sites.** CITY has no knowledge that the Property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials or archeological sites).
- O. **Diseased Trees.** CITY has not received any notice from any governmental authority as to the existence of and CITY has no knowledge of, any Dutch elm disease, oak wilt or other disease of any trees on the real property.
- P. **Notice of Airport Zoning Regulations.** If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.
- Q. **Access and no violation of restrictions.** CITY warrants that there is a right of access to real property from a public right-of-way CITY warrants that there are no present violations of any restrictions related to use or improvement of the property. CITY warrants that the real property is not subject to a lien or to a lien for medical assistance or other public assistance. These warranties shall survive the delivery of the Deed.
- R. **Location of Utilities.** CITY represents that utilities will be constructed to the site and will provide CADG with utility locates.

**Breach of CITY'S Representations or Warranties.** If any representation or warranty of CITY is determined not to be true in any material respect as of the Closing Date, CADG may, in CADG'S sole discretion, at its option and by notice to CITY, either (i) terminate this Agreement, or (ii) close on the Property. CADG'S election to close with knowledge of a breach of representation, or warranty by CITY will constitute a waiver or release CADG of any claims due to such breach.

**Survival of CITY'S Representation and Warranties.** Each of CITY'S representations and warranties herein contained shall survive the Closing and delivery and recordation of the Deed.

**CITY'S Knowledge.** For all purposes of this Agreement, any representation or warranty which is made on the basis of "the CITY'S knowledge" is limited to the actual knowledge of the persons who executed this Agreement on behalf of CITY, without conducting any inquiry, analysis, evaluation or other due and diligence investigation.

## IX. CLOSING DOCUMENTS

At the Closing, CITY shall execute and deliver the following:

- A. **Deed.** Upon performance by CADG, the CITY shall execute and deliver a general Warranty Deed, conveying marketable title of record, subject to building and zoning laws, ordinances, state and federal regulations. Free from encumbrances and clear from any leasehold interest, mortgages, liens, trusts, pledges or security interest or any other encumbrances of monetary nature.
- B. **Development Agreement.** At closing, CITY and CADG shall enter into and execute a Development Agreement which shall provide as follows:
  - 1. The construction by the CITY of a wastewater sewer line servicing the site and agreement as to the amount of special assessment and terms of repayment of special assessment against this real estate.
  - 2. Tax Increment Financing Agreement which provides for minimum market value and minimum property taxes. Minimum improvements to be completed by CADG.
- C. **Seller's Affidavit.** A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions and related matters;
- D. **Nonforeign Affidavit.** An Affidavit of CITY which states that CITY is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and
- E. **Miscellaneous.** Such other instruments and documents as are reasonably required by the Title Insurer.

## X. MISCELLEOUS

**CITY Approvals.** CADG shall be allowed to represent the Property in negotiations with any governmental entity or any other party relative to the Property and to make decisions regarding the issues of developing the Property; provided no such changes shall be effective until closing or until the CITY has consented to such changes in writing; provided further, the CITY shall incur no liability related to CADG'S activities. CADG shall comply with existing Comprehensive Plan designation of high density residential and seek approval for up to 122 apartment units.

**Real Estate Commission.** Both parties understand that neither has engaged a real-estate broker and consequently neither party will be responsible for any brokerage fees.

**Attorneys' Fees.** Each of the parties will pay its own attorneys', accountants' and consultants' fees.

**Assignment.** CADG reserves the right to assign its rights under this Agreement in whole or in part to a third party or an entity to be formed under the laws of the State of Minnesota prior to the Closing and, upon such assignment; CADG shall have no further liability to CITY.

### **Limitation of Liability.**

A. **Disclaimer of Consequential Damages.** IN NO EVENT SHALL CITY BE LIABLE UNDER THIS AGREEMENT TO CADG OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CADG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. **Cap on all other Damages.** IN NO EVENT SHALL CITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO CITY PURSUANT TO THIS AGREEMENT.

## **XI. CLOSING COSTS**

The following costs shall be paid by CITY:

- A. Costs of providing a Registered Property Abstract with certificates;
- B. Preparation of Warranty Deed;
- C. Preparation of Affidavit of Seller;
- D. State Deed Tax;

- E. Its attorney's fees.

The following costs shall be paid by CADG:

- A. Preparation of Mortgage or Deed of Trust;
- B. Recording fees;
- C. Title Insurance Premium;
- D. Its attorney's fees and
- E. Any and all of the closing fees and closing agent's fees.

## **XII. NOTICES**

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

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

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

CADG:                     Community Asset Development Group  
                                 1110 Yellow Brick Road  
                                 Chaska, MN 55318

## **XIII. SUBDIVISION OF LAND**

CADG shall pay all subdivision expenses, including preparation of Registered Land Survey, and obtain all necessary government approvals.

## **XIV. ASSIGNMENT AND SUCCESSION**

This Agreement may be assigned by CADG upon the written consent of CITY and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs or respective successors and assigns.

## **XV. SURVIVAL OF COVENANTS**

All the terms, conditions, covenants and agreements contained in this Agreement shall survive the Closing.

## **XVI. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between CITY and CADG regarding the transaction contemplated hereby. This Agreement supersedes in all respects all prior written oral agreements, if any, between the parties relating to the Agreement and the sale of the Property and there are no covenants, agreements, representations, warranties or undertakings of any sort or kind with respect thereto between CITY and CADG other than those specifically set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both CITY and CADG.

## **XVII. INTERPRETATION OF AGREEMENT**

The parties acknowledge that this Agreement was prepared by CITY solely as a convenience and that all parties and their counsel, hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel, if so desired, participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

## **XVIII. GOVERNING LAW**

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

## **XIX. HEADINGS**

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

## **XX. SEVERABILITY**

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

## **XXI. TIME OF ESSENCE: ACCEPTANCE**

Time is expressly declared to be of the essence of this Agreement. CITY shall have ten (10) days from date of receipt of this Agreement to accept and agree to the terms and conditions herein, provided that CADG may, in writing, extend the time for acceptance.

## **XXII. AMENDMENTS**

No modification of this Agreement shall be valid or binding unless such modification in writing, duly dated and signed by both parties. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. It is mutually understood and specifically agreed that this Agreement is binding upon their respective heirs, successors, administrators, executors and assigns of the parties hereto.

## **XXIII. DISCLAIMER**

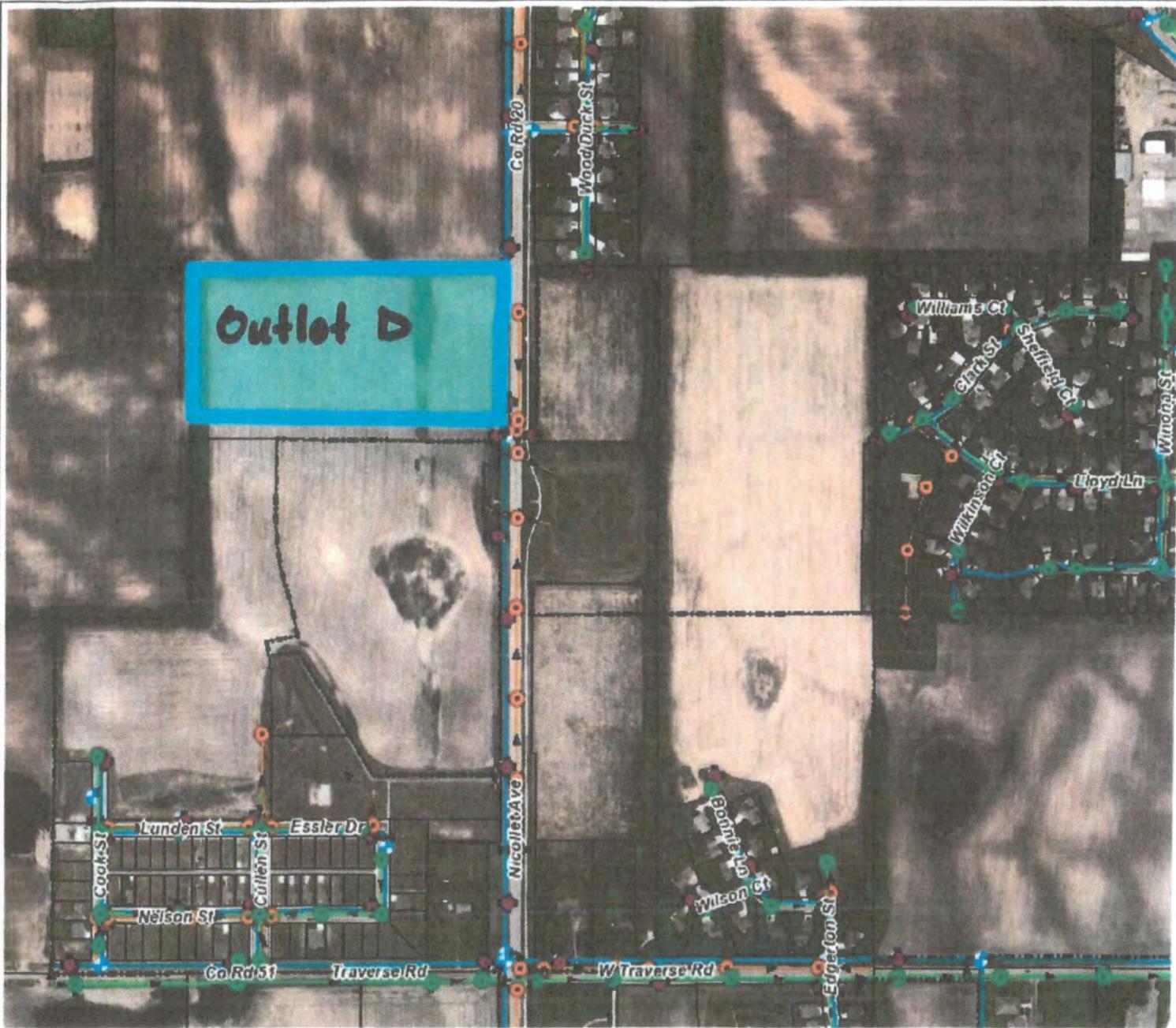
CITY does not warrant that the soil is suitable for CADG'S purposes. CADG may at CADG'S expense, complete soil testing. In the event the soil tests indicate that the property may only be improved with incurring extraordinary building methods or expense, at CADG'S option, this Agreement shall become null and void.

### **“As-Is”, “Where Is” Conveyance.**

- A. Subject to this Agreement, CADG acknowledges that CADG has made (or will make during the due diligence period) thorough inspections and investigations of the Property and CADG agrees to take title to the Property “AS IS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.
- B. Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. CADG specifically confirms and acknowledges that in entering into this Agreement, CADG has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by CITY or any agent, employee or other representative of CITY, or any broker or any other person representing (or purporting to represent) CITY, which are not



70



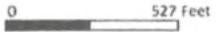
**Legend**

- Street Names - Medium
  - County Boundary
  - City Limits
  - Sanitary Lift Station
  - Sanitary Manhole
  - Sanitary Outfall
  - Sanitary Wastewater Tap
  - Sanitary Pipe
  - Sanitary Forcemain
  - Storm Clean Out
  - Storm Manhole
  - Storm Treatment Device
  - Storm Pipe
  - Storm Drain Tile
  - Storm Infiltration Trench
  - Water Hydrant
  - Water Manhole
  - Water Valve
  - Water Tower
  - Watermain Break
  - Water Pipe
  - Railroad
  - Parcels (1-24-2019)
- STPE.sid
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

**Map Name**



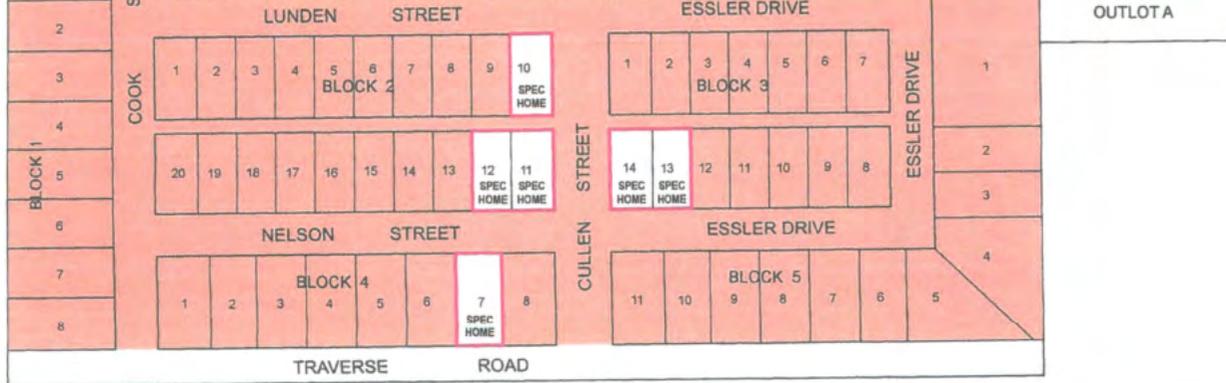
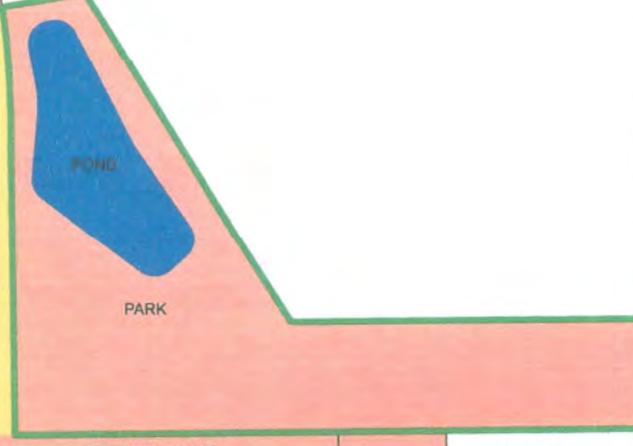
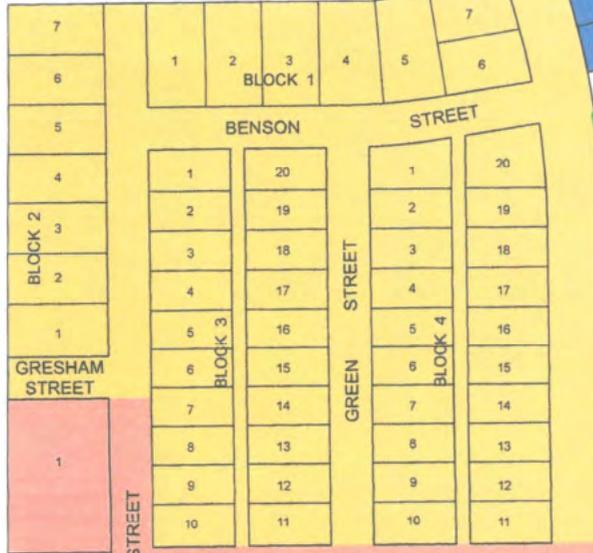
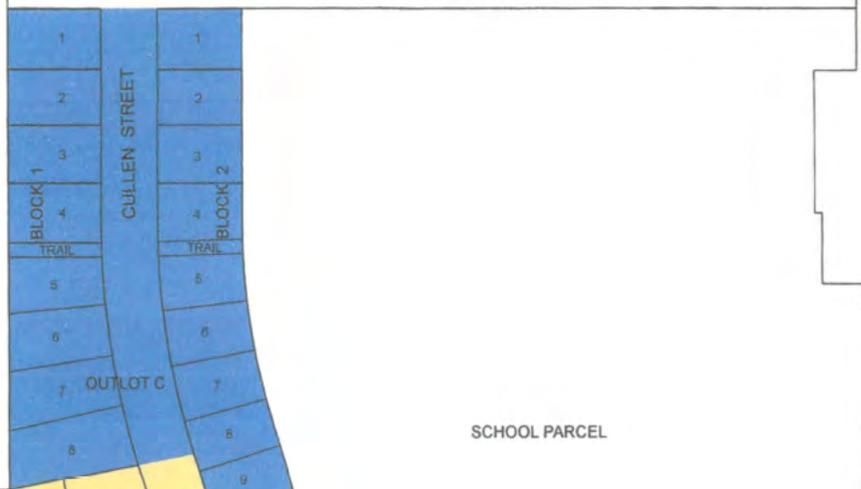
**Disclaimer:**  
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Saint Peter is not responsible for any inaccuracies herein contained.





Legend

- Phase 1
- Phase 2
- Phase 3
- Unavailable Lot
- Lot
- Right-of-Way
- Park
- Pond



CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE AGREEMENT FOR SALE OF  
EASTERN 12.8 ACRES OF LAND IN OUTLOT D, TRAVERSE GREEN SUBDIVISION TO  
COMMUNITY ASSET DEVELOPMENT GROUP (CADG)**

WHEREAS, in 2016, the City of Saint Peter provided for the platting and development of Traverse Green Subdivision; and

WHEREAS, at the time of platting, Outlot D was marketed via the solicitation of development proposals to accommodate the development of a larger lot single family neighborhood; and

WHEREAS, the City received no responses to the request for development proposals; and

WHEREAS, Community Asset Development Group has expressed interest in the development of a multi-family residential apartment complex on Outlot D; and

WHEREAS, the property in question is currently zoned (R-3) Multi-Family Dwelling; and

WHEREAS, CADG has requested the City enter into a purchase agreement for the eastern 12.8 acres of Outlot D which would lie to the east of the extended Cullen Street right-of-way; and

WHEREAS, the City Council has determined it is appropriate and desirable to provide for the sale of Outlot D to Community Asset Development Group for multi-family development; and

WHEREAS, the City Attorney has drafted a purchase agreement with CADG for the sale of the 12.8 acre parcel and the agreement has been executed by CADG.

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 the purchase agreement by and between the City and CADG for the sale of the eastern 12.8 acres of land within Outlot D, Traverse Green Subdivision.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, the 13<sup>th</sup> day of July, 2020.

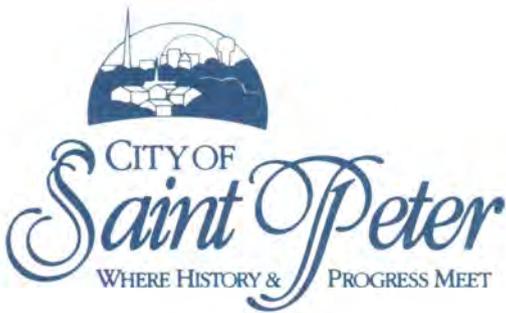
---

Charles Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



## Memorandum

**TO:** Honorable Mayor Zieman  
Members of the City Council

**DATE:** 7/1/20

**FROM:** Todd Prafke  
City Administrator

**RE:** New License Applications

### **ACTION/RECOMMENDATION**

Approve new business licenses for Tree Worker and Soft Drink.

### **BACKGROUND**

Scott Jaeger, dba Ironwood Tree Service, has submitted a Tree Worker license application in order to cut, trim, prune, and remove trees, shrubs and/or vines in St. Peter. The licensing period will be July 14, 2020 – April 30, 2021.

Mountain Home Hospitality purchased Taco Johns, located at 103 North Minnesota Avenue on June 22, 2020. They have submitted a Soft Drink license application to allow them to sell soda at this location. The license has been approved by the City Administrator contingent upon City Council approval.

### **FISCAL IMPACT:**

None other than receipt of the permit fees.

### **ALTERNATIVES/VARIATIONS:**

Do Not Act: No further action will be taken without Council direction.

Denial: The applicants will be informed of the Council decision.

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 these agenda items.

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2020 -**

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

**RESOLUTION APPROVING BUSINESS LICENSE APPLICATIONS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the following license applications be approved subject to compliance with all requirements of the City Code and payment of the licensing fee:

**TREE WORKER**

Ironwood Tree Service

7/14/20 – 4/30/21

**SOFT DRINK**

Mountain Home Hospitality TN  
dba Taco Johns

103 N MN

6/22/20 – 12/31/20

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 13th day of July, 2020.

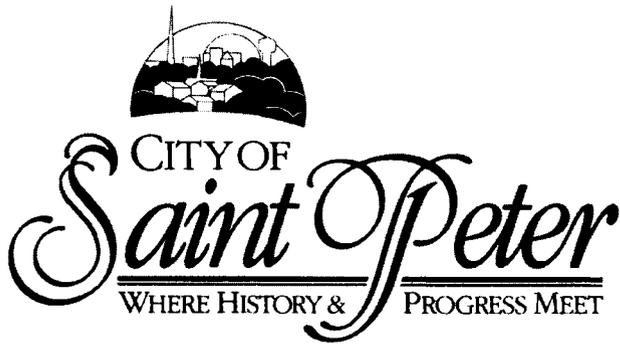
---

Charles Zieman  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



# Memorandum

**TO:** Honorable Mayor Zieman  
Members of the City Council

**DATE:** 7/8/2020

**FROM:** Todd Prafke  
City Administrator

**RE:** Items of Vital Importance

## ACTION/RECOMMENDATION

None needed. As discussed at your workshop.

## BACKGROUND

The City Council has, for many years now, made decisions based in part on your list of Items of Vital Importance. The list represents the consensus of the Council as discussed at your workshop on July 6<sup>th</sup>.

As you know, this list has the opportunity to be reviewed at each Goal Session. I will also have this newly revised list updated on your website, highlighted in Vlogs and also in future Hot Sheets. The new list is as follows:

Saint Peter sees Vital Importance as striving to be...

- a community that treats all people like neighbors
- proactive in housing solutions
- committed to providing quality health care
- supportive of a thriving and sustainable business community
- acting on the changes in our demographics
- promoting an aesthetically distinctive community
- always improving on environmental sustainability
- a community that prioritizes available early childhood care, educational opportunities, and exceptional schools

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

TP/bal