CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING

City Council Workshop Session of Monday, April 4, 2022
5:30 p.m. – Senior Center of the Community Center - 600 South Fifth Street, Saint Peter

I. CALL TO ORDER

II. DISCUSSION
   A. Water Utilities Superintendent Position Description
   B. Minnesota River Valley Transit Lease/Maintenance/Admin/HR Contracts
   C. Community Development Director Job Description/Recruitment
   D. Cambria Lease Update

III. ADJOURNMENT

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

FROM: Todd Prafke  
City Administrator

RE: Water Utilities Superintendent Job Description Modification

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

Please find attached a modified job description for the position of Water Utilities Superintendent. Our practice has been to do a review of job descriptions when openings occur to ensure compliance with State and Federal regulations, and to ensure that the essential job functions, physical requirements and the minimum and desired qualifications accurately reflect the requirements of the position.

Changes recommended for this position description focus on the minimum and desired qualifications. The goal of the changes is to shift to a more people and management skill set while maintaining the basic certifications and knowledge base that is necessary in managing the people and projects.

To do that we have reduced some of the minimum qualifications and moved those into desired. That hopefully means we will have a broader pool of candidates during what is a challenging hire environment but will be able to "sort in" the candidates with the higher end technical skills and certifications. This is a different balance than we have had in the past where priority was on technical skills and certifications. We hope to have those skills at time of a hire, but more emphasis will be placed on people and management skills.

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

TP/bal
OVERVIEW OF POSITION:

Under the general supervision of the Director of Public Works, the Water Resources Superintendent plans, coordinates, directs, and monitors the operations of the Water, Wastewater, and Stormwater Infrastructure systems. The Water Resources Superintendent assumes responsibility for in-service training of personnel, customer service, setting quality standards for work to be performed, monitoring safety conditions, inspecting and reviewing the work of assigned personnel, the essential job functions as listed herein and performing related duties as assigned or apparent.

ESSENTIAL JOB FUNCTIONS:

The Water Resources Superintendent shall work with the Director of Public Works in performing the following essential job functions:

- Plan, coordinate, direct, and monitor the operation of the Water, Wastewater, and Stormwater infrastructure systems.
- Plan and supervise the construction, operation, and maintenance of water wells, water distribution system, and water treatment facilities.
- Plan and supervise the construction and operation of lift stations, wastewater collection system, and wastewater treatment facilities.
- Plan and supervise the construction and operation of the stormwater collection system and stormwater structures and treatment facilities.
- Plan, supervise and coordinate the construction activities of the City’s water, wastewater, and stormwater infrastructure.
- Set priorities to deal with emergencies and unanticipated costs.
- Coordinate activities with other divisions, departments, and organizations to avoid work delays and service interruptions; assist with planning, design, and construction of joint projects.
- Evaluate the need for and prepare specifications for materials and equipment; maintain operating records; prepare bid specifications for water utility, wastewater utility, and stormwater utility service, equipment and materials; prepare reports as requested; assist in presentation of annual budgets.
CITY OF SAINT PETER, MINNESOTA

POSITION DESCRIPTION

- Set quality standards for work to be performed; set priorities.

- Evaluate water, wastewater, and stormwater personnel; conduct evaluation of job performance for assigned personnel on a regular basis; effect disciplinary measures for division employees as appropriate; adjust grievances for division personnel as appropriate in the grievance process; enforce operating and personnel policies as per state law, City Code, and City Council resolution.

The Water Resources Superintendent is directly responsible for performing or ensuring Water Resource staff performance of the following essential job functions:

- Provide an effective communications link between the Director of Public Works and Water Resources personnel; assist in the recruitment and recommendation of personnel in the hiring process.

- Serve as the Wellhead Protection Coordinator.

- Supervise the Foreman and all Water, Wastewater, and Stormwater Utility employees; inspect and review the work of assigned personnel.

- Work with State and Federal agencies to ensure compliance with required permits for water, wastewater, and stormwater and ensure that reports required by these regulations and permits are filed in an accurate and timely manner.

- Coordinate work with water, wastewater, and stormwater personnel on a daily basis; coordinate with other Public Works sections on work activities and use of equipment; coordinate projects with other utilities and governmental units.

- Ensure that routine maintenance is performed on assigned vehicles and equipment; coordinate equipment replacement and maintenance schedules; recommend purchase of new and replacement equipment.

- Set goals for the timely completion of work; develop and prioritize work assignments to facilitate completion of work in a safe and efficient manner; prepare reports of work planned; prepare and monitor work orders; prepare weekly reports of work completed; set and enforce quality standards for work to be performed.

- Develop contract work specifications and arrange for contract work; inspect contract work as assigned.

- Ensure that inventory replacement materials are ordered in sufficient quantities and in a timely manner.

- Prepare reports on emergencies and problems.

- Review bills and monitor expenditures to assure compliance with approved budgets.

- Evaluate new methods and materials.
CITY OF SAINT PETER, MINNESOTA

POSITION DESCRIPTION

Monitor safety conditions; ensure compliance of personnel with federal, state, and City safety laws; recognize unsafe conditions and take corrective action as needed; conduct or assure the conduct of safety training programs.

Answer questions, investigate complaints and resolve problems in an appropriate and timely manner and in accordance with policy.

Perform related duties as assigned or apparent.

ESSENTIAL PHYSICAL REQUIREMENTS:

The Water Utilities Superintendent is required to be capable of performing any of the following physical functions or a combination thereof for any given work day:

Legend:
Continuous is over 2/3 of a work day
Frequently is 1/3 to 2/3 of a work day
Occasionally is less than 1/3 of a work day

Workday – a normal workday is eight (8) hours with a break for a meal. A normal workweek is five (5) days with two consecutive days off. During emergencies, workdays may extend to 16 hours or more and a workweek to seven days.

Actions: Continuously speaks comprehensible English and understands English, read and write English; hearing – continuously normal or corrected to normal; eyesight – continuously far vision and near vision 20/40 or corrected to 20/40, differentiate colors precisely, normal depth perception, normal peripheral vision; continuously sit, stand, walk, bend/stoop, squat, crawl; frequently climb to a height of fifty feet, reach above shoulder level, crouch, kneel, balance, push/pull; occasionally climb height of one hundred-forty feet, descend to a depth of fifty feet, use both feet for repetitive movements as in operating foot controls; continuously use hands for firm grasping and fine manipulating.

Strength: Continuously carry one to ten pounds and lift one to ten pounds; frequently carry eleven to seventy-four pounds and lift eleven to seventy-four pounds; occasionally carry seventy-five to one hundred pounds and lift seventy-five to one hundred pounds.

Stamina: Continuously endure exposure to changes in temperature from less than minus seventeen degrees centigrade to in excess of thirty-seven degrees centigrade; continuously endure exposure to dust, fumes, gases, mist, wet, humid.

Safety: Perform cardiopulmonary resuscitation; perform bucket rescue; perform confined space (manhole) rescue; wear safety equipment including hard hat, steel-toed shoes, safety goggles, and safety vests; wear self-contained breathing apparatus.

Vaccinations: Receive vaccinations for tetanus, polio, typhoid, hepatitis A and hepatitis B. The vaccinations for hepatitis A and B are made available to the Water Resources Superintendent by the City but are not required.
CITY OF SAINT PETER, MINNESOTA

POSITION DESCRIPTION

REQUIRED INTERPERSONAL SKILLS:

Ability to: communicate effectively, both orally and in writing; accept responsibility; understand and carry out oral and written instructions; cooperate with a wide range of individuals; possess interpersonal skills sufficient to work closely with others on a team; demonstrate flexibility in work environment, performing a variety of frequently changing tasks; exhibit sustained concentration and prolonged commitment to job tasks; work with others effectively; be tactful; maintain confidentiality as needed; and deal with the public.

MINIMUM QUALIFICATIONS:

- High school diploma or equivalent, and satisfactory completion of a technical school program for water and/or wastewater operators AND eight
- Four (4) years of responsible experience in the operation of a Class A, B, or C system facility or a similar sized industrial facility; OR:
- 64 semester credits in college courses related to chemical, civil, environmental, mechanical, or sanitary engineering or in business or public administration AND six years of responsible experience as a licensed water or wastewater operator.
- Possession of a State of Minnesota Class B_C Water Supply System Operator Certificate or ability to obtain within six months of the date of employment with the City.
- Possession of, or ability to obtain, a State of Minnesota Class B_C Wastewater Treatment Facility Operator Certificate or to obtain within six months of the date of employment with the City.
- Possession of State of Minnesota Type IV Waste Facility Operator Certificate or ability to obtain within six months of the date of employment.
- Possession of a valid State of Minnesota Class D Driver's License and possession or ability to obtain a valid State of Minnesota Class D driver's license within one month of employment, or ability to obtain within one month of the date of employment with the City.

DESIRABLE QUALIFICATIONS:

- Demonstrated knowledge of approved methods, materials, and tools used in the construction, operation, and maintenance of water wells, distribution, and treatment systems.
- Demonstrated knowledge of approved methods, materials, and tools in the construction, operation, and maintenance of wastewater collection and treatment systems.
- Demonstrated knowledge of approved methods, materials, and tools used in the construction, operation, and maintenance of stormwater collection systems, detention, and treatment.
CITY OF SAINT PETER, MINNESOTA

POSITION DESCRIPTION

- Demonstrated knowledge of the principles, practices, and equipment used in testing water, wastewater, and storm water.

- Demonstrated knowledge of Supervisory Control and Data Acquisition (SCADA) systems.

- Demonstrated experience in supervision of more than three (3) employees for more than three (3) years.

- Demonstrated knowledge of applicable regulatory codes

- Demonstrated ability to read and interpret engineering plans and specifications.

- Demonstrated knowledge of OSHA regulations and municipal safety policies.

- Demonstrated knowledge of computer operations.

- Demonstrated knowledge of laboratory certification procedures.

- Bachelor's degree in engineering, public administration or a related field.

- Possession of State of Minnesota Type IV Waste Facility Operator Certificate or ability to obtain within six months of employment.

- Possession of a State of Minnesota Class B Water Supply System Operator Certificate or ability to obtain within six months of the date of employment with the City.

- Possession of, or ability to obtain, a State of Minnesota Class B or A Wastewater Treatment Facility Operator Certificate or to obtain within six months of the date of employment with the City.

Adopted: _______________ 03/23/2015
TO: Honorable Mayor Nowell  
Members of the City Council

FROM: Todd Prafke  
City Administrator

RE: Minnesota River Valley Transit Lease/Maintenance/Admin/HR Contracts

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

Members may recall that the City of Saint Peter and the City of Le Sueur have a joint powers agreement that provides transit service within both communities. That joint powers entity is called Minnesota River Valley Transit.

As a part of the agreement, the cities have contracts for facilities and services with MRVT.

The City of Saint Peter has three primary agreements with Minnesota River Valley Transit including a lease for office and garage space at City Hall, maintenance and service on buses, and for what we used to term financial services but which the new contract terms as administration.

As you may know the City of Saint Peter provides for the administration and management of MRVT.

The Minnesota Department of Transportation, which provides approximately 80% of the funding for Minnesota River Valley Transit, is now requiring the contracts have specific end dates. Our contract previously with MRVT was in perpetuity with termination clauses. They were originally designed that way in 2017 to reduce the number of actions, paperwork and hassle in providing for leases and other services.

The new contracts provide for specific termination dates while also providing for termination upon notice just as the previous contracts included.

As a part of the review of the agreements to meet this requirement for the Department of Transportation, I have increased the lease amounts and cost service amounts. The increase in lease amount is approximately 10% from 2017. I think this is reasonable given the nature of the lease space and what we see in a lease marketplace with a relatively small amount of data points, and that really the dollars are just circulating among the cities in Minnesota River Valley Transit. While we want proper cost allocation, any change is pretty small in the overall budget of each of the cities and MRVT.
Maybe the most significant change relates to the increase in the shop per hour costs on the maintenance agreement which I'm looking to increase from $50 per hour to $75 per hour. I think that's a reasonable amount given the $50 was originally established approximately two and one-half years ago. That per hour amount covers our employee costs and allows us a little room for capital equipment that services not only MRVT buses, but some of our public work's equipment as well. In addition, it's substantially less than shop rates we see in the area, so it has always been a win/win.

It may be important to note that as a part of the overall process, MRVT has only a lease agreement with the City of Le Sueur whereas Saint Peter has agreements that include the lease of space, maintenance and the administration and human resources contracts discussed previously.

My goal for your meeting is to explain the basic nature of the agreements and the services provided and to put the Council in a position to approve or make an offer on contracts to Minnesota River Valley Transit in April or May. A similar set of activities is going on in Le Sueur at the same time.

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

TP/bal
INTERAGENCY SERVICE AGREEMENT PROVIDING FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SAINT PETER AND MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

This agreement for the provision of Management Services is made and entered into this 1st day of May 2022, by and between the Minnesota River Valley Transit Authority (MRVT) and City of Saint Peter (CITY) (collectively, the "Parties").

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, MRVT provides public transportation services within the jurisdictions of Le Sueur and Saint Peter and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them for the provision of Employee Services by the City of Saint Peter and Financial Management Services by the City of Saint Peter; and

WHEREAS, it is the resolution of duly elected and appointed bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to effectively and efficiently provide public transit services.

NOW THEREFORE:

1. CITY shall provide all management needed for the operations and management of a public transit system within the service area established by the MRVT. In providing for management, CITY shall provide accounting, accounts receivable, accounts payable, investing, invoicing of services, appropriate financial controls, and auditing all accounts related to MRVT accounts in accordance with GASB standards budgeting support and budget, rate analysis and conformance and compliance with grant requirements, human resources, payroll, act as Board Staff and provide overall direction to the MRVT Operation and Compliance Managers or equivalents for which, the CITY will bill MRVT the monthly amount of:

- May 1, 2022 to December 31, 2022 $500.00
- January 1, 2023 to December 31, 2025 $750.00
- January 1, 2026 to December 31, 2026 $1,000.00
2. MRVT shall provide payment to the CITY for the services provided as set forth in this agreement. In the event of termination of the agreement, MRVT shall be responsible for all employee related costs of the termination, including but not limited to unemployment claims and accrued employee benefits.

3. Records and Reporting. The City shall provide regular reports to MRVT on accounts payable, accounts receivable, budget and budget projections, fares and advertising sales, use of grant funds, and other matters which effect the interests of the Board.

The books and records of the Joint Powers Board shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

4. Indemnification. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of CITY who are working within the scope of this Financial Management Services Agreement, are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subd. 6) of MRVT.

MRVT agrees to defend and indemnify CITY against any claims brought or actions filed against CITY or any officer, employee, or volunteer of CITY for injury to, death of, or damage to the property of any third person or persons, arising from the performance of the duties required of CITY by the MRVT pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The intent of this subdivision is to impose on MRVT a limited duty to defend and indemnify the CITY for claims arising out of MRVT'S operations subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. Effective date; termination. This agreement shall become effective on May 1, 2022 by all parties hereto, and shall continue in force until December 31, 2022 or by either party providing 120 calendar days written notice of its termination, delivered to the City Administrator(s) office of SAINT PETER. The termination will be effective on the 121st calendar day after notice or by an alternative date as agreed to by the parties.

6. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

7. Authorized Signatories: The parties each represent and warrant to the others that:

A. The persons signing this Agreement are authorized signatories for the entities represented, and
B. No further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

8. Notices: The Members representatives for notification for all purposes are:

**MRVT**
City Administrators Office  
227 South Front Street  
Saint Peter Minnesota 56082

**CITY OF SAINT PETER**
City Administrator’s Office  
227 South Front Street  
Saint Peter, Minnesota 56058

9. Assignment: This Agreement may not be assigned by a Party without the written consent of the other.

10. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.

11. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to financial practices and procedures related to this Agreement.

12. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 etseq.

13. No Waiver: Either Party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

14. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

15. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.

16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, this agreement is signed by authorized representatives of both Parties, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective governing bodies duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF SAINT PETER

Shanon A. Nowell
Mayor

ATTEST:

Todd Prafke
City Administrator

MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

Marvin Sullivan
MRVT Chairperson

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _______ day of __________________, 2022, by Shanon A. Nowell and Todd Prafke, respectively the Mayor and City Administrator of the City of Saint Peter, Minnesota.

Notary Public

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this ___ day of _____________, 2022, by Marvin Sullivan and Darrell Pettis respectively the Chairperson and Secretary of the Minnesota River Valley Transit Authority

Notary Public
INTERAGENCY SERVICE AGREEMENT PROVIDING FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SAINT PETER AND MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

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WITNESSETH:

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WHEREAS, MRVT provides public transportation services within the jurisdictions of Le Sueur and Saint Peter and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them for the provision of Employee Services by the City of Saint Peter and Financial Management Services by the City of Saint Peter; and

WHEREAS, it is the resolution of duly elected and appointed bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to effectively and efficiently provide public transit services.

NOW THEREFORE:

1. CITY shall provide all management needed for the operations and management of a public transit system within the service area established by the MRVT. In providing for management, CITY shall provide accounting, accounts receivable, accounts payable, investing, invoicing of services, appropriate financial controls, and auditing all accounts related to MRVT accounts in accordance with GASB standards budgeting support and budget, rate analysis and conformance and compliance with grant requirements, human resources, payroll, act as Board Staff and provide overall direction to the MRVT Operation and Compliance Managers or equivalents for which, the CITY will bill MRVT the monthly amount of:

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3. Records and Reporting. The City shall provide regular reports to MRVT on accounts payable, accounts receivable, budget and budget projections, fares and advertising sales, use of grant funds, and other matters which effect the interests of the Board.

The books and records of the Joint Powers Board shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

4. Indemnification. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of CITY who are working within the scope of this Financial Management Services Agreement, are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subd. 6) of MRVT.

MRVT agrees to defend and indemnify CITY against any claims brought or actions filed against CITY or any officer, employee, or volunteer of CITY for injury to, death of, or damage to the property of any third person or persons, arising from the performance of the duties required of CITY by the MRVT pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The intent of this subdivision is to impose on MRVT a limited duty to defend and indemnify the CITY for claims arising out of MRVT’S operations subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. Effective date; termination. This agreement shall become effective on May 1, 2022 by all parties hereto, and shall continue in force until December 31, 2022 or by either party providing 120 calendar days written notice of its termination, delivered to the City Administrator(s) office of SAINT PETER. The termination will be effective on the 121st calendar day after notice or by an alternative date as agreed to by the parties.

6. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

7. Authorized Signatories: The parties each represent and warrant to the others that:

A. The persons signing this Agreement are authorized signatories for the entities represented, and
B. No further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

8. Notices: The Members representatives for notification for all purposes are:

**MRVT**
City Administrators Office
227 South Front Street
Saint Peter Minnesota 56082

**CITY OF SAINT PETER**
City Administrator's Office
227 South Front Street
Saint Peter, Minnesota 56058

9. Assignment: This Agreement may not be assigned by a Party without the written consent of the other.

10. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.

11. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to financial practices and procedures related to this Agreement.

12. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 etseq.

13. No Waiver: Either Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

14. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

15. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.

16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, this agreement is signed by authorized representatives of both Parties, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective governing bodies duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF SAINT PETER

Shanon A. Nowell
Mayor

ATTEST:

Todd Prafke
City Administrator

MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

Marvin Sullivan
MRVT Chairperson

STATE OF MINNESOTA)

COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _________ day of _____________________, 2022, by Shanon A. Nowell and Todd Prafke, respectively the Mayor and City Administrator of the City of Saint Peter, Minnesota.

Notary Public

STATE OF MINNESOTA)

COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this ___ day of ________________, 2022, by Marvin Sullivan and Darrell Pettis respectively the Chairperson and Secretary of the Minnesota River Valley Transit Authority

Notary Public
LEASE AGREEMENT BY AND BETWEEN THE CITY OF SAINT PETER AND MINNESOTA RIVER VALLEY TRANSIT

This Agreement is hereby made and entered into this __________ day of ______ 2022, by and between the City of Saint Peter, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Minnesota River Valley Transit, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of a building on lands owned by Lessor, known as Saint Peter Municipal Building ("City Hall"); and

WHEREAS, Lessee is desirous of renting a portion of such building together with fixtures and personal property located therein all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. Lessor does hereby lease unto Lessee and Lessee does hereby hire from Lessor that portion of City Hall described in "Exhibit A" hereinafter referred to as "Leased Premise" together with access thereto, the use of parking spaces adjacent thereto and the use of the restrooms in such building.

2. Lessee shall use the Leased Premise for office space, the parking of Lessee's transit buses and use of a portion of the garage area of such City Hall for parking, repair and maintenance and providing security for its vehicles and for no other purposes unless mutually agreed upon between the parties hereto.

3. The term of this Lease shall commence on May 1, 2022, and terminate on December 31, 2026 or, when indicated by either party with a 120 day written notice.

4. Lessee shall pay to Lessor as rent under this Lease Agreement the amount of $1,311.76 paid in equal monthly installments commencing May 1, 2022 with succeeding installments in like amount to be due monthly thereafter during the term of this Lease. Any installment of rent accruing under the provisions of this Lease that shall not be paid when due, shall require Lessee, at Lessor's option, to pay in addition to such rent, a late payment penalty of five percent (5%) of such rental payment.

5. Lessee shall not use or permit the Leased Premise of any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premise is hereby leased and no use shall be made or permitted to be made of the Leased Premise, or acts done which will cause a cancellation of any insurance policies covering the building.
located thereon or any part thereof, nor shall Lessee sell or permit to be kept, used or sold in or about the Leased Premise any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its own expense, comply with all requirements pertaining to the Leased Premise of any insurance organization or company necessary for the maintenance of insurance as herein provided covering any building or appurtenance at any time located on the Leased Premise.

6. Lessee shall not commit or suffer to be committed any nuisance or waste on the Leased Premise.

7. Lessee shall be responsible during the term of this Lease, at its own expense and without any expense to Lessor, to keep and maintain the Leased Premise in good, sanitary and neat order, condition and repair.

8. Lease shall include basic utilities, including but not limited to electricity, building and liability insurance, refuse removal and any other utilities that are used on or about the Leased Premise.

9. Lease shall include administrative and computer necessities, including anti-virus, Microsoft updates, firewall, exchange, backup and tapes, website and social media, software and video support, employee applications, purchase orders, payroll/receipt software maintenance, new employee forms and policies, timesheets, log sheets, pre-trip list, and bus maintenance software. (Office staff available to perform transit specific action items for these will be billed through payroll.)

10. In addition to the Leased Premise above described, Lessee shall also be entitled to use personal property owned by Lessor and located on or in the Leased Premise including non-exclusive use of the kitchen and kitchen facilities in the building, telephones, 2-way radios and other communication devices on the Leased Premise, TV, VCR, wireless internet, desks, chairs, filing cabinets, shelving, carpeting, air conditioning, copy machine, tables, waste receptacles, floor mats, computer hutch, storage areas, shovels, broom, ice scrapers, battery charger, remotes for overhead power doors, carbon monoxide gas detector, water softener and fire extinguishers. The use of the above described personal property shall be non-exclusive with the understanding that Lessor may allow other persons or entities to use such personal property.

11. Lessee has examined the Leased Premise and accepts it in its present condition. At the end of the term of this Lease and any and all renewals thereof, Lessee shall quit and surrender the Leased Premise in as good condition as the reasonable use thereof will permit and shall not make any major alterations, additions or improvements to said Premise without the express prior written consent of Lessor which shall not be unreasonably withheld. All erections, alterations, additions and improvements whether temporary or permanent in character which may be made upon the Leased Premise either by Lessee or Lessor (except moveable personal property of Lessee) installed at the expense of Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premise as part thereof at the termination of this lease.

12. If any action at law or in equity should be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease or for the recovery of the possession of the Leased Premise the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and
shall be made a part of any judgment or decree rendered.

13. Lessor shall have the right and privilege of inspecting the Leased Premise at all reasonable times upon reasonable notice given to Lessee during the duration of this Lease and any and all extensions and renewals thereof.

14. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee seven (7) days written notice of such default and Lessee shall have failed to cure such default within such seven (7) day period.

15. The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this lease other than the failure to Lessee to pay the particular rental so accepted regardless of Lessor knowledge of such preceding breach at the time of acceptance of such rent.

16. Any holding over after the expiration of the term of this lease with consent of Lessor shall be construed to be a tenancy from year-to-year at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof and shall otherwise be on the terms and conditions herein specified so far as applicable.

17. The covenants and conditions herein contained shall be subject to the provisions as to assignment, transfer and subletting and shall apply and bind the successors and assigns of the parties hereto.

18. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.

19. Lessee shall not sell, assign, or sublet all or any portion of the Leased Premise to a third party without the express written consent of Lessor. In the event that such consent is given by Lessor to any assignment, subletting or transfer such consent shall not be considered to be a waiver of this paragraph with reference to subsequent assignments, sublettings or transfers of all or a portion of the above-described Leased Premise to any other third parties. Such consent shall not be unreasonably withheld.

20. In the event that Lessee should cause the deposit of any hazardous waste or create any environmental problem on the Leased Premise, Lessee shall be responsible for all necessary cleanup of such hazardous substance or environmental problem that may be necessary to satisfy the rules and regulations promulgated by the Minnesota Pollution Control Agency or the United States Environmental Protection Agency. The cost of such clean up shall be Lessee's responsibility and Lessee shall hold Lessor harmless and free and clear of any and all liability in connection therewith and shall indemnify Lessor for any loss occasioned thereby including reasonable attorney's fees and costs.
IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the
day and year first written above.

MINNESOTA RIVER
VALLEY TRANSIT

______________________________
Marvin Sullivan
Chairperson

______________________________
Shanon A. Nowell
Mayor

ATTEST:

______________________________
MRVT _______________________

______________________________
Todd Prafke
City Administrator

STATE OF MINNESOTA)
COUNTY OF ________ ) SS

The foregoing instrument was acknowledged before me this __________ day of __________,
2022, by Marvin Sullivan and __________________, the chairperson and______________________
of the Minnesota River Valley Transit.

______________________________
Notary Public

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this __________ day of __________,
2022, by Shanon A. Nowell and Todd Prafke, the Mayor and City Administrator of the City of Saint
Peter.

______________________________
Notary Public
LEASE AGREEMENT BY AND BETWEEN THE CITY OF LE SUEUR AND MINNESOTA RIVER VALLEY TRANSIT

This Agreement made and entered into this ________ day of ________ 2022, by and between the City of Le Sueur, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Minnesota River Valley Transit, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of a building on lands owned by Lessor, known as the "Joint Services Building"; and

WHEREAS, Lessee is desirous of renting a portion of such building together with fixtures and personal property located therein all in accordance with the terms and conditions of this Lease Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. Lessor does hereby lease unto Lessee and Lessee does hereby hire from Lessor that portion of the Joint Services Building described in "Exhibit A" hereinafter referred to as "Leased Premise" together with access thereto, the use of parking spaces adjacent thereto and the use of the restrooms in such building.

2. Lessee shall use the Leased Premise for office space, the parking of Lessee's transit buses and use of a portion of the garage area of such Joint Services Building for parking, repair and maintenance and providing security for its' vehicles and for no other purposes unless mutually agreed upon between the parties hereto.

3. The term of this Lease shall commence on May 1, 2022, and terminate on December 31, 2026 or, may be terminated by either party by provision of a 120 day written notice.

4. Lessee shall pay to Lessor as rent under this Lease Agreement, the amount of $1,884.93 to be paid in equal monthly installments commencing on May 1, 2022, with succeeding installments in like amount to be due monthly thereafter during the term of this Lease. Any installment of rent accruing under the provisions of this Lease that shall not be paid when due, shall require Lessee at Lessor's option to pay in addition to such rent, a late payment penalty of five percent (5%) of such rental payment.

5. Lessee shall not use or permit the Leased Premise of any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premise is hereby leased and no use shall be made or permitted to be made of the Leased Premise or acts done which will cause a cancellation of any insurance policies covering the building located thereon or any part thereof nor shall Lessee sell or permit to be kept, used or sold in or about the Leased Premise any article which may be prohibited by the standard form of fire insurance policies. Lessee shall at its expense comply with all requirements pertaining to the Leased Premise of any insurance organization or company necessary for the maintenance of insurance as herein provided covering any building or appurtenance at any time located on the Leased Premise.

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6. Lessee shall not commit or suffer to be committed any nuisance or waste on the Leased Premise.

7. Lessee shall be responsible during the term of this Lease, at its own expense and without any expense to Lessor, to keep and maintain the Leased Premise in good, sanitary and neat order, condition and repair.

8. Lease shall include basic utilities, including but not limited to electricity, building and liability insurance, refuse removal and any other utilities that are used on or about the Leased Premise.

9. Lease shall include administrative and computer necessities, including anti virus software, Microsoft weekly updates, firewall, exchange server, backup and tapes, website and social media, software and video support, employee applications, purchase orders, payroll/receipt software maintenance, new employee forms and policies, timesheets, log sheets, pre-trip list, and bus maintenance software. (Office staff available to perform transit specific action items for these will be billed through payroll.)

10. In addition to the Leased Premise above described, Lessee shall also be entitled to use personal property owned by Lessor and located on or in the Leased Premise including non-exclusive use of the kitchen and kitchen facilities in the building, telephones, 2-way radios and other communication devices on the Leased Premise, computer, TV, VCR, wireless internet, desks, chairs, filing cabinets, shelving, carpeting, air conditioning, copy machine, tables, coat rack, waste receptacles, floor mats, computer hutch, work bench in garage, storage areas, bus washing equipment, shovels, broom, ice scrapers, battery charger, remotes for overhead power doors, 6-horse power air compressor, carbon monoxide gas detector, water softener and fire extinguishers. The use of the above described personal property shall be non-exclusive with the understanding that Lessor may allow other persons or entities to use such personal property.

11. Lessee has examined the Leased Premise and accepts it in its present condition. At the end of the term of this Lease and any and all renewals thereof, if any, Lessee shall quit and surrender the Leased Premise in as good condition as the reasonable use thereof will permit and shall not make any major alterations, additions or improvements to said Premise without the express prior written consent of Lessor which shall not be unreasonably withheld. All erections, alterations, additions and improvements whether temporary or permanent in character which may be made upon the Leased Premise either by Lessee or Lessor (except moveable personal property of Lessee) installed at the expense of Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premise as part thereof at the termination of this lease.

12. If any action at law or inequity should be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease or for the recovery of the possession of the Leased Premise the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

13. Lessor shall have the right and privilege of inspecting the Leased Premise at all reasonable times upon reasonable notice given to Lessee during the duration of this Lease
and any and all extensions and renewals thereof.

14. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee seven (7) days written notice of such default and Lessee shall have failed to cure such default within such seven (7) day period.

15. The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this lease other than the failure to Lessee to pay the particular rental so accepted regardless of Lessor knowledge of such preceding breach at the time of acceptance of such rent.

16. Any holding over after the expiration of the term of this lease with consent of Lessor shall be construed to be a tenancy from year-to-year at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof and shall otherwise be on the terms and conditions herein specified so far as applicable.

17. The covenants and conditions herein contained shall be subject to the provisions as to assignment, transfer and subletting and shall apply and bind the successors and assigns of the parties hereto.

18. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.

19. Lessee shall not sell, assign, or sublet all or any portion of the Leased Premise to a third party without the express written consent of Lessor. In the event that such consent is given by Lessor to any assignment, subletting or transfer such consent shall not be considered to be a waiver of this paragraph with reference to subsequent assignments, subletting or transfers of all or a portion of the above-described Leased Premise to any other third parties. Such consent shall not be unreasonably withheld.

20. In the event that Lessee should cause the deposit of any hazardous waste or create any environmental problem on the Leased Premise, Lessee shall be responsible for all necessary cleanup of such hazardous substance or environmental problem that may be necessary to satisfy the rules and regulations promulgated by the Minnesota Pollution Control Agency or the United States Environmental Protection Agency. The cost of such clean up shall be Lessee's responsibility and Lessee shall hold Lessor harmless and free and clear of any and all liability in connection therewith and shall indemnify Lessor for any loss occasioned thereby including reasonable attorney's fees and costs.
IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the day and year first written above.

MINNESOTA RIVER VALLEY TRANSIT

____________________________
Marvin Sullivan
Chairperson

____________________________
Mayor

ATTEST:

____________________________
Darrell Pettis
Secretary

____________________________
City Administrator

STATE OF MINNESOTA)
COUNTY OF NICOLLET)

) SS

The foregoing instrument was acknowledged before me this _________ day of __________, 2022, by Marvin Sullivan and Darrell Pettis, respectively the Chairperson and Secretary of the Minnesota River Valley Transit.

____________________________
Notary Public

STATE OF MINNESOTA)
COUNTY OF LE SUEUR)

) SS

The foregoing instrument was acknowledged before me this _________ day of __________, 2022, by ______________________ and ______________, respectively the Mayor and City Administrator of the City of Le Sueur.

____________________________
Notary Public
MECHANIC SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SAINT PETER AND MINNESOTA RIVER VALLEY TRANSIT

This Agreement is hereby made and entered into this _____ day of __________, 2022, by and between the City of Saint Peter, Minnesota, a Minnesota municipal corporation, and Minnesota River Valley Transit.

WITNESSETH:

WHEREAS, Minnesota River Valley Transit is in need of mechanical services for maintenance and repairs to transit buses; and;

WHEREAS, the City of Saint Peter has been providing certain of these mechanical services since the execution of the Minnesota River Valley Transit Joint Powers Agreement; and

WHEREAS, the City of Saint Peter wishes to formalize this provision of services through the execution of this Mechanic Services Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. The City of Saint Peter agrees to provide to Minnesota River Valley Transit services of the City's Mechanic for repair and maintenance on Minnesota River Valley Transit buses on a monthly basis at the following rates including customary shop supplies of:
   - $75 per hour for the term of May, 1 2022 to December 31, 2022
   - $80 per hour for the term of January 1, 2023 to December 31, 2025
   - $90 per hour for the term of January 1, 2026 to December 31, 2026.

2. Services to be provided by the City's Mechanic shall include, but not necessarily be limited to the following:
   - Oil Change
   - Tire Change
   - Engine and Drivetrain repairs
   - Miscellaneous mechanical and routine maintenance

3. Repairs exceeding the scope of the City's Mechanic's abilities shall be outsourced to vendors at the discretion of MRVT.
4. Charges for these services shall be invoiced on a monthly basis to Minnesota River Valley Transit with payment due within thirty (30) days.

5. The term of this Agreement shall commence on May 1, 2022 and terminate on December 31, 2026 or, by either party after a 120 day written notice.

6. If any action at law or in equity should be brought to recover any unpaid charges under this Agreement or for or on account of any breach of or to enforce or interpret any of the provisions of this Agreement the prevailing party shall be entitled to recover from the other party as part of the prevailing party’s costs, reasonable attorney’s fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

7. Minnesota River Valley Transit shall not be deemed to be in default hereunder in the payment of charges as herein required the City of Saint Peter shall first give to Minnesota River Valley Transit seven (7) days written notice of such default and Minnesota River Valley Transit shall have failed to cure such default within such seven (7) day period.

8. The waiver by the City of Saint Peter or the failure of City of Saint Peter to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of payment for services hereunder by Minnesota River Valley Transit shall not be deemed to be a waiver of any preceding breach of Minnesota River Valley Transit of any term, covenant or condition of this Agreement other than the failure of Minnesota River Valley Transit to pay the particular charges so accepted regardless of City of Saint Peter’s knowledge of such preceding breach at the time of acceptance of such monies.

9. Time is of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.

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

MINNESOTA RIVER VALLEY TRANSIT

Marvin Sullivan
Chairperson

ATTEST:

Darrell Pettis
Secretary

CITY OF SAINT PETER

Shanon A. Nowell
Mayor

Todd Prafke
City Administrator
The foregoing instrument was acknowledged before me this _________ day of ____________, 2022, by Marvin Sullivan and Darrell Pettis, the Chairperson and Secretary of the Minnesota River Valley Transit.

Notary Public

The foregoing instrument was acknowledged before me this _________ day of ____________, 2022, by Shanon A. Nowell and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter.

Notary Public
Memorandum

TO: Honorable Mayor Nowell
    Members of the City Council

FROM: Todd Prafeke
      City Administrator

RE: Community Development Director Job Description and Recruitment

DATE: 3/31/2022

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

Please find attached a modified job description for the position of Community Development Director. Our practice has been to do a review of job descriptions when openings occur.

My goal for your meeting is to start with a review of the job description which will put you in a position for future approval of the job description (at a regular meeting) and provide for your input on the organizational structure and recruitment process. This is a process and recruitment plan we have used in the past for Department Head positions.

The job description is the foundation of lots of things that take place, not only related to work and the recruitment process, but also to provide some of the support to organizational structure issues. As you review the proposed description, you will notice that I am proposing a change in organizational structure to include what is now the Building Department under the Community Development Director’s supervision. This is a much more common structure than what we have. For those members that have been part of previous organizational discussions, you may recall I have discussed this possible change in the past.

As with any change, there are many ways this could be sliced and diced, but I think this structure provides the best use of employee and financial resources as well as allowing for flexibility within a structure with an appropriate level of oversight, assistance and work loads. It recognizes that Building Inspection is very rarely its own department and is best served by doing the work of inspection and not the work of administering personnel or the more “back of house” issues.

Again, there are a number of directions this could go. One continuing flaw in this structure is the conflict between “development” with Economic Development Authority work and “regulation” with the land use and Heritage Preservation Commission work. This does cause challenges from time to time. Let me explore a couple of these in an effort to give you opportunity for better understanding of possible options.
The four primary areas of responsibility are currently economic development, land use (Planning and Zoning), housing and historic preservation. If the job description is changed that would grow a bit to include building inspection.

The position could practically be divided into two positions. Each could be a Department Director or report directly to the City Administrator without director status. Dividing it into two positions provides some benefit, but based on our size of community and the level of activity to keep each fully engaged, we would also have modified other descriptions to provide for full utilization of the positions.

While this is doable, I am not sure it makes much sense to change a number of descriptions and the overall flow that you currently have. In addition, the cost would be substantially more. Even if you divide the current salary in half, you will still incur an additional benefit package cost. And, if you divide the salary in half, your ability to attract people with the skill sets you need at that pay level, would be very low in today’s employment marketplace.

A second option may be to simply redistribute the current workload. While I think that has some merit, our current team’s ability to absorb the workload, while doable in the short term, is not sustainable in the long term. You have lots of things going on and again, it is not sustainable in the long run.

I have attached an image of the current organizational structure by what I would call “issue or topic” area. I think this provides better insight into the type of work as a surrogate for workload in each area.

Please also find attached a draft of a position profile which is one of the primary recruitment tools we use for a Department Head position. Once we get the job description and the organization discussion completed, it would be my hope to solicit your input on the profile and, more specifically, the Best Candidate section. This information really articulates the traits we are looking for in a Community Development Director. These are usually those important soft skills that just are not able to be measured in the review of a resume or application.

Additionally, I plan to take some time to talk about the attached timeline and translate that into a recruitment process; a process much like we have used for the hire of the Hospital CEO and Police Chief among other positions.

Again, my goal is to put you in a position to approve a job description and provide for your input on the organizational structure and recruitment process.

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

TP/bal
POSITION DESCRIPTION

Pay Equity Points = 342

POSITION TITLE: DIRECTOR OF COMMUNITY DEVELOPMENT

DEPARTMENT: COMMUNITY DEVELOPMENT

SUPERVISOR: CITY ADMINISTRATOR

OVERVIEW OF POSITION:

The Director of Community Development is an administrative position responsible for directing the departmental affairs of the Community Development Department. Under the general supervision of the City Administrator, the Director of Community Development plans, organizes, and coordinates the City’s economic development program; planning and land use activities; housing development and building inspection. The Director of Community Development undertakes activities to aid and promote the economic, commercial and industrial development of the community.

ESSENTIAL JOB FUNCTIONS:

- Establishes and maintains a central source of information relevant to economic development; provides information and assistance to businesses, both commercial and industrial, interested in locating or expanding in the City of Saint Peter; provides assistance in businesses in arranging financing for new facilities or expansion of existing facilities; works with engineers in site plan development and utility extensions; assists in the development of municipal and private industrial areas.

- Directs all planning activities; serves as the Zoning Administrator for the City; serves as staff to the Economic Development Authority, Heritage Preservation Commission, Board of Building Appeals, Planning and Zoning Commission, and the Board of Zoning Adjustments including attending all meetings and preparation of information packets; directs preparation and updating of maps; directs the preparation of miscellaneous illustrative materials.

- Ensures compliance with the City’s zoning ordinance and other laws regulating land use codes.

- Ensures compliance with Historic Preservation regulations and policies.

- Makes oral, written and audio-visual presentations to prospective and existing businesses; develops materials for use in presentations; works with various organizations including the Development Corporation, the Chamber of Commerce and the City Council, in activities designed to attract new businesses to the community; develops sources of prospective programs and projects; prepares grant applications and administers grants.

- Assigns and directs work of departmental employees assigned to the Community Development Department including Building Official and Building Inspectors.

- Performs related duties as assigned or apparent.
REQUIRED INTERPERSONAL SKILLS:

Ability to: manage departmental operations and coordinate the work of all personnel; delegate responsibility; communicate effectively, both orally and in writing; secure the confidence of departmental personnel and the public; cooperate with a wide range of individuals and organizations; be tactful; maintain confidentiality as needed; deal with the public.

ESSENTIAL PHYSICAL REQUIREMENTS:

The Director of Community Development is required to be capable of performing the following physical functions or a combination thereof for any given workday.

Legend:

Continuously is over 2/3 of a work day
Frequently is 1/3 to 2/3 of a work day
Occasionally is less than 1/3 of a work day
Work day - a normal work day is eight (8) hours with a break for a meal. A normal work week is five (5) days with two consecutive days off. During emergencies, work days may extend to 16 hours or more and a work week to seven days.

Actions: Continuously speak comprehensible English and understand English, read and write English. Hearing - continuously normal or corrected to normal; Eyesight - continuously far vision and near vision 20/40 or corrected to 20/40, differentiate colors precisely, normal depth perception, normal peripheral vision; Continuously sit, stand, or walk; Frequently bend/stoop; Occasionally squat, reach above shoulder level, kneel, push/pull; Continuously use hands for simple grasping and fine manipulating

Strength: Occasionally carry up to fifty pounds and lift up to fifty pounds.

REQUIRED INTERPERSONAL SKILLS:

Ability to manage operations and coordinate work of assigned personnel; delegate responsibility; communicate effectively, both orally and in writing; secure confidence of assigned personnel and the general public; cooperate with a wide variety of individuals; maintain confidentiality; deal with the public in a consistent, fair and respectful manner; be tactful.

ESSENTIAL PHYSICAL REQUIREMENTS:

The Director of Community Development is required to be capable of performing the following physical functions or a combination thereof for any given work day:

— Speak and understand English, read and write English.
— Hearing normal or corrected to normal.
— Eyesight 20/40 or corrected to 20/40.
— In an 8 hour day, sit for 8 hours and/or stand for 8 hours.
— Occasionally bend, stoop, squat, crouch, kneel, balance.
— Occasionally lift and carry up to thirty (30) pounds.
— Use hands for simple grasping and fine manipulating.
— Ability to drive a vehicle and to operate office equipment.
MINIMUM QUALIFICATIONS:

- A Bachelor’s degree in urban studies, economics, business, public administration, finance or a related field from an accredited college or university.

- Demonstrated knowledge of the principles and procedures of municipal planning; knowledge of local and state legislation governing municipal planning activities; knowledge of the principles of public administration relative to municipal planning and zoning administration.

- Knowledge of economic development principles and procedures; knowledge of sources available and procedures required to finance new facilities or expansion of existing facilities; knowledge of methods, procedures, and materials used to develop a promotional program for attracting new businesses to the community; knowledge of, and ability to integrate, various public and private grant, loan, and development programs and mechanisms.

- Ability to establish and maintain a central sources of economic development information for the community.

- Valid driver’s license upon employment; valid Minnesota driver’s license within thirty (30) days of employment.

DESIRED QUALIFICATIONS:

- Master’s degree in Urban Planning, Community Development, or a related field from an accredited university.

- Demonstrated knowledge of planning and zoning laws and procedures.

- Demonstrated experience in development of economic development programs such as loans, TIF Districts, grant programs, knowledge of economic development principles and procedures; Sources available and procedures required to finance new facilities or expansion of existing facilities; Methods and procedures used to develop a promotional program for attracting new businesses to the community and assisting current businesses.

- Demonstrated experience in integration of and ability to integrate various public and private grant, loan and development programs and mechanisms to complete and housing or business development project.

Knowledge of municipal economic development funding sources.

- Demonstrated knowledge of planning and zoning laws and procedures.

- Two years’ of experience in a local unit of municipal government, with responsibilities for working in a business or industrial development, industrial development, housing, zoning administration, historic preservation or a related field.
CITY OF SAINT PETER, MINNESOTA

POSITION DESCRIPTION

- Demonstrated knowledge of OSHA regulations.
- Demonstrated ability to supervise assigned staff.
- Master’s degree in Urban Planning, Community Development, or a related field from an accredited university.

-- Thorough demonstrated knowledge of tax increment financing procedures.
- Demonstrated ability to coordinate between groups and produce applied plans from various forms of information.

Adopted: 01/22/01
City of Saint Peter
Community Development Director
Position Profile

Contact Information:

Todd Prafce, Saint Peter City Administrator
barbaral@saintpetermn.gov or 507-934-0663

Application timeline is:
Deadline for receipt of applications – May 12, 2022
2-day interview process – June 1-2, 2022
CITY OF SAINT PETER, MINNESOTA

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

The Community Development Director plays a vital role in demonstrating all of these values.

This position is open due to the resignation of the current Director after 21 years of service.

The Community Development Department

The Department, which previously was two separate departments (Community Development and Building), includes the Director, Building Official, Building Inspector, Administrative Secretary and Receptionist/Accounts Payable Clerk. The department serves a growing population of over 12,400.

The newly combined department oversees planning and zoning activities, economic development activities, building inspections and permitting, heritage preservation, and business licensing. The Director serves as staff to the Economic Development Authority, Planning and Zoning Commission, Heritage Preservation Commission and the Board of Zoning Appeals.

The Saint Peter Community

The City of Saint Peter (population 12,400) was incorporated in 1873 and is located in the beautiful Minnesota River valley. Saint Peter is the county seat of Nicollet County and the second largest city in the County. We are located 10 miles from the Mankato-North Mankato regional center and 65 miles from the St. Paul/Minneapolis metro area. State Highways 99, 169, and 22 all intersect in Saint Peter making our community a hub for other destinations in the state.
Saint Peter offers a full range of activities for candidates and their family including a City operated Recreation and Leisure Services Department offering year round activities for all ages from youth to seniors; fine arts activities offered through the local schools, Gustavus Adolphus College, and the St. Peter Arts Center; numerous religious denominations; historical and arts museums; several large parks for both organized and passive activities; and a vibrant and growing retail business district. Visit the Saint Peter Chamber website at www.stpeterchamber.com for more information.

Educational opportunities are available for all ages through School District #508 with higher education classes available through Gustavus Adolphus College, Minnesota State University Mankato, South Central College, Bethany Lutheran College and Rasmussen University. For more info on School District #508 please visit their website at www.stpeterschools.org.

The City has worked diligently to ensure Saint Peter’s housing market continues to be robust and that numerous ownership and rental options are available for prospective candidates. Saint Peter also boasts multiple phone, hi-speed internet and CATV service providers.

Saint Peter was originally intended to be the capital of the State of Minnesota. As the legislators were preparing to vote on the location of the capital, the bill that would have named Saint Peter as capital was stolen by Joe Rolette and he hid with it until after the legislature voted for Saint Paul. Even though Saint Peter was not named the capital, you can see how our founding fathers planned for that designation by platting extra wide streets in town. In addition, the capital building would have been located in Minnesota Square Park which is adjacent to Highway 169 on the south end of our City.

The City is rich in historical buildings and besides having about a dozen structures on the National Register of Historic Places; the entire downtown area was also given that designation. Many of the old buildings downtown still maintain the historical features that have been lost on buildings in other communities.

Saint Peter also has the distinction of being home to five past governors of the State of Minnesota. We are home to the internationally renowned Gustavus Adolphus College and the community has hosted the King of Sweden and his family (most recently in 2012) on numerous occasions. Saint Peter is also the headquarters of the Alumacraft Boat Company, the Minnesota School Board Association, Scholarship America (formerly known as Citizens’ Scholarship Foundation of America), Hendrickson Organ Company (a
company that makes handmade pipe organs which are shipped around the world) and a State of Minnesota treatment facility.

Just north of Saint Peter is the site of the former Traverse des Sioux. Loosely translated this means “crossing of the Sioux”. The town was located on the banks of the Minnesota River at a crossing place for the Sioux Indians. Following the Indian uprising in the 1800’s, when hundreds of settlers and Indians were killed, a peace treaty was signed near Traverse des Sioux and a marker is in place today commemorating that treaty. Although none of the buildings exist at the site of the old town, you can still see some building foundations and historical markers have been placed in the area. This area is also home to the Nicollet County Historical Site museum.

Saint Peter is also proud to host several large celebrations each year. On July 4th over 10,000 people visit Saint Peter to take part in the Old-Fashioned Independence Day celebration picnic, view the mile long parade, and watch the fireworks. In September the annual Rock Bend Folk Festival takes place in Minnesota Square Park and in October Gustavus hosts the world-famous Nobel Conference. Students and dignitaries from all over the world come to participate in this week-long event. Other events that draw visitors to the community include BluesFest, Octoberfest, St. Patrick’s Day and the Nicollet County Fair.

Although a dubious distinction, one of our past “claims to fame” was the March 29, 1998 tornado which destroyed almost two-thirds of our community. We have fully recovered from the devastation of that afternoon and our community is better than ever.

Saint Peter’s population continues a steady upward climb, but we never lose that “small town” feel that so many people seek and we hope the new Community Development Director will feel right at home in our community.

**Our Best Candidate**

We believe the best candidate will have experience in a city with a thriving business community, has a background in proactive housing solutions and who knows and has the ability to apply local and State land use rules. Our best candidate will have strong leadership skills, the ability to build relationships within a rural business community and develop partnerships with diverse community groups. Our best candidate will have positive communication skills and the ability to work well with the City Administrator, City
Council, other City Departments and our regional partners including the St. Peter Area Chamber of Commerce, St. Peter Development Corporation, Greater Mankato Growth (including the Regional Economic Development Alliance), Region Nine Development Commission, and the Minnesota Department of Employment and Economic Development.

Our Opportunities

- Meeting the needs of a growing community with changing demographics while ensuring that Saint Peter still feels like a small town. For more about our demographics please feel free to review the information contained in the attached link https://www.census.gov/quickfacts/stpetercityminnesota.

- Continuing to build relationships and opportunities with our economic and housing development partners

Our Strengths

- Excellent Department with highly skilled personnel.
- A supportive community, City Council, City Administrator, Planning Commission, Heritage Preservation Commission, and Economic Development Authority
- A community that is known for innovative housing programs and solutions.

Other Important Items For Prospective Candidates To Note:

- Annual starting salary range of $84,500 to $95,500.
- The City offers a full benefit package including: Medical/Dental/Vision Insurance - Life Insurance - Short Term and Long-Term Disability - Flexible Spending Accounts and Health Reimbursement Account - Paid time off - PERA Public Retirement Association of Minnesota.

Please use this Position Profile as you fill out your resume/application. This profile was designed to tell prospective candidates what skills and talents the City Council and community see as providing the greatest opportunity for success. It is important that you review the qualifications carefully and make sure your resume and application materials articulate your skills, experiences and educational background as those will be the basis for our review of your materials and selection for the “best candidate” for interviews.

Applications will be accepted by the City Administrator’s Office until 5:00 p.m., May 12, 2022. Applications should be submitted in person, by U.S. Mail, or online via barbaral@saintpetermn.gov.

In addition to your completed application, please provide a cover letter and a resume along with any supporting documentation you wish to provide. Please also know that if
selected for an interview your name and current position will be released to the public along with any other data that is public under the Minnesota Data Practices Act.

A two-day interview process will take place on June 1-2, 2022. The process will include interviews, a chance to meet staff in the Community Development Department, a tour of City facilities and opportunities to get to know our community.

Thank you for your interest in this position. If you have questions or would like additional information, please contact:

Todd Prafke, City of Saint Peter City Administrator
barbaral@saintpetermn.gov  507-934-0663
Memorandum

TO: Honorable Mayor Nowell
    Members of the City Council

FROM: Todd Prafke     Russ Wille
      City Administrator  Community Development Director

RE: International Property Maintenance Code

ACTION/RECOMMENDATION

None needed. For City Council review and discussion only.

BACKGROUND

Members may recall that you discussed this at your last goal session. My goal for your meeting is two-fold. First is to allow another opportunity to review this “maintenance” code based on your suggestion that it come back to a workshop. In addition, based on your suggestion, to provide you with information related to the potential use of the International Building Code related to buildings that are facing potential structural challenges.

In November of 2021 the Heritage Preservation Commission (HPC) asked that the City Council consider an ordinance that would allow the City to order certain repairs or maintenance efforts to buildings within the Heritage Preservation district.

HPC members have particularly expressed concerns regarding the condition of the 4 Seasons Mall property at 208 South Minnesota Avenue. The exterior brick on the south wall has peeled away from the façade exposing the interior “tile” material which was never intended to be exposed to the elements.

The HPC’s concern is that the building will continue to deteriorate and that deterioration will accelerate until such time as it would be structurally unsound due to a lack of maintenance and timely repairs. Situations such as that are referred to as “demolition by neglect”. Demolition by neglect is defined by the National Trust for Historic Preservation (1999) as:

“A situation in which a property owner intentionally allows a historic property to suffer severe deterioration, potentially beyond a point of repair. Property owners may use this kind of long-term neglect to circumvent historic preservation regulations.”

As a possible solution to demolition by neglect, the HPC has asked that the City Council consider the adoption of the International Property Maintenance Code (IPMC). Minnesota State Historic Preservation Office (SHPO) representative Michael Koop suggests that the IPMC provides the exact authority sought by the Heritage Preservation Commission to order affirmative maintenance of structures.
In 2005 and again in 2016, the City Council adopted a Comprehensive Plan for the development of the community. The plan establishes the goals and policies of the City as they apply to residential, commercial, industrial and recreational interests. The Comprehensive Plan states that it is the goal of the City that:

“Efforts should be made to promote and protect the architectural and structural integrity and vitality of the historic commercial district.”

The Comprehensive Plan also establishes the City policy that:

“Historic structures within the Central Commercial District should be preserved in a manner consistent with the standards adopted by the Department of Interior. Public/private investment opportunities should exist to encourage the appropriate renovation, rehabilitation or repair of historic commercial properties within Saint Peter.”

The language of the Comprehensive Plan is important in that it allows for the development of rules and regulations necessary to carry out the goals and policies identified in the plan. The goals and policies related to historic preservation creates the logical nexus between the contents of the Comprehensive Plan and the regulations proposed. The adoption of the International Property Maintenance Code would be supported by the contents of the Comprehensive Plan.

In the preface of the IPMC, it states that:

“The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.”

The intent of the IPMC is also clearly noted as:

“This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.”

The City of Faribault is similar in age to the City of Saint Peter. Both communities have a well-established and defined historic district which has been place on the National Register of Historic Places. The City of Faribault adopted and enforces the regulations contained in the IPMC. In addition to the historic properties, Faribault also applies the ICPM to residential rental properties.

In January of 2015, former Building Official Dean Busse and I traveled to meet with Al Ernste, the Building Official for the City of Faribault. Given that Mr. Busse had previously worked for the City of Faribault, Mr. Ernste was very forthcoming and frank in his assessment of the ordinance and its impact.

Mr. Ernste noted that the IPMC helps protect property values and doesn’t allow a poorly maintained property to bring down the values of adjoining structures or properties within the
immediate area. This is especially true in traditional central business districts where buildings often share party walls or are otherwise structurally interconnected. Mr. Ernste noted one structure where the façade was pulling away from the front of the building and subject to potential collapse upon the sidewalk and street. If the City was not able to order the repair of the structure, the neighboring buildings would have been compromised and also subject to collapse. One poorly maintained structure diminished the value and even the survivability of the adjoining properties.

Mr. Ernste indicated that the Faribault City Council had the political will to adopt the ordinance which would require maintenance as determined by the Building Official. While the ordinance was originally unpopular, the attitudes of building owners are changing given the uniform enforcement, consistent standards and the impact of the maintenance efforts of the property owners.

The IPMC provides for the periodic inspection of structures by the Building Official. In Faribault, the City advertises that they will undertake inspections in advance to allow property owners the opportunity to address their deferred maintenance issues voluntarily. In Faribault, the inspections are conducted at no cost and are restricted to the exterior of the property.

If a violation of the ordinance is noted, the building owner is given an order to repair the deficiency. The order allows a sufficient period of time to complete the noted repairs. In Faribault it is at this point when the majority of property owners undertake the repair and no further enforcement action is necessary.

If the first order is ignored, the Building Official provides for a second and final notice of repair. The building owners are also given the opportunity to request an extension due to financial constraints or weather conditions unfavorable to complete the required maintenance.

The second notice also states that if no action is taken to address the ordered repair, the City of Faribault will review the non-compliant properties. If no progress to conform to the ordinance is evident, or if the property owner indicates an unwillingness to comply with the order, the matter is referred to the City Attorney for criminal prosecution as a misdemeanor.

In Faribault, 79 out of the 126 properties subject to the inspection in 2015 were ordered to undertake some level of maintenance or repair. Of the 79 notices, only 4 resulted in legal action via District Court.

Here is the breakdown on the types of code deficiencies noted in the 79 notices that were sent out by Faribault in 2015.

<table>
<thead>
<tr>
<th>Ordered Repair</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting</td>
<td>32</td>
</tr>
<tr>
<td>Masonry (Tuck Pointing)</td>
<td>30</td>
</tr>
<tr>
<td>Doors/Windows</td>
<td>28</td>
</tr>
<tr>
<td>Misc. (awnings/flashing/debris)</td>
<td>19</td>
</tr>
<tr>
<td>Wall Repair</td>
<td>18</td>
</tr>
<tr>
<td>Electrical</td>
<td>16</td>
</tr>
<tr>
<td>Graffiti Removal</td>
<td>5</td>
</tr>
</tbody>
</table>

-Faribault Daily News (01/2015)
In a phone conversation with Marty Smith who has subsequently replaced Mr. Ernste, Mr. Smith suggested that of the 26 cases that proceeded to trial during his tenure, he has never been required to offer any testimony during the legal proceedings. He noted that it is vital that any written reports or project notes are thorough and complete.

As the Council discussed the matter in January, staff was directed to gather a bit more information regarding the possible implementation of the IPMC in Saint Peter.

The Council inquired as to the cost and effort necessary for the Building Official to undertake the inspection and creation of the necessary written reports regarding the condition of buildings. Interim Building Official Kevin Murphy noted that he would expect each structure would require approximately 20 – 30 minutes for an inspection of the exterior. The time to create any written documentation would be dependent upon the condition of the structure.

As was briefly noted in January, one potential option to provide for the maintenance and repair of historic buildings would be the creation of a program that establishes "historic preservation easements".

Surprisingly, subsequent to the January workshop, and after reaching out to preservation colleagues in the area, I have learned that both the Nicollet County Historical Society and Blue Earth County Historical Society have had preliminary talks with the Mankato Area Foundation staff regarding the establishment of a façade preservation easement program.

Under a preservation easement program, a perpetual easement would be obtained by one of the two county historical societies and façade renovations or enhancements would be undertaken to maintain the historic integrity of structures. Once the easement is granted, the building owner would not be able to alter the exterior and would be obligated to maintain the renovation.

There seems to be an interest on behalf of the two county historical societies to continue the discussion regarding preservation easements. I will intend to participate in these discussion on behalf of the HPC.

I know this is a lot of information on a few different ways that could be explored related to preserving of our downtown. My hope for you meeting is two-fold. First is to allow another opportunity to review this IPMC Maintenance code based on your suggestion that it come back to a workshop. In addition, based on your suggestion, information related to the potential use of the International Building Code (your current building code) related to buildings that are facing potential structural challenges will be provided with an opportunity for you to further discuss.

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

RJW
TO:   Honorable Mayor Nowell  
      Members of the City Council  

FROM:  Todd Prafke  
       City Administrator  

RE:   Cambria Property Update  

ACTION/RECOMMENDATION  

None needed. For your information and discussion only.  

BACKGROUND  

The City Attorney and I had a follow-up conversation related to your discussion about the Cambria lease. Members may recall this is located at 101 North Front Street. The City owns this land, but Cambria owns the buildings. While there is nothing new to report after our discussion, we wanted to make sure that we were all on the same page related to our position going forward.  

City Attorney Brandt will attend the end of your workshop to have a short discussion on this issue.  

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

TP/bal