CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING

Regular City Council Meeting of Monday, October 12, 2020 – 7:00 p.m.
This meeting will be conducted in-person and electronically - See below for electronic access.
Community Center – Senior Center (600 South Fifth Street)

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

V. **APPROVAL OF CONSENT AGENDA ITEMS**

VI. **UNFINISHED BUSINESS**
- A. River's Edge Hospital Financing Bond Reserve Amount

VII. **NEW BUSINESS**
- A. North Traverse Green Subdivision Development Agreements
- B. CBD/ADA Grant Program Continuation
- C. 2020 Bowling Alley Demolition Bid Award
- D. Assessment of Unpaid Utility Charges
- E. Assessment of Unpaid Miscellaneous Charges

VIII. **REPORTS**
- **A. MAYOR**
- **B. CITY ADMINISTRATOR**
  1. COVID-19 Update
  2. Others

IX. **EXECUTIVE SESSION**
- A. Resolution Calling For Closed Session
  Adjourn To Closed Session
- B. Land Sale – 1830 Freeman Drive
  Return To Open Session

X. **ADJOURNMENT**

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

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

CITY COUNCIL
AGENDA MEMORANDUM 20-19
REGULAR MEETING OF OCTOBER 12, 2020
7:00 P.M.

I. CALL TO ORDER

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

II. APPROVAL OF AGENDA

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

III. APPROVAL OF MINUTES

A copy of the minutes of the September 28, 2020 regular Council meeting is attached for approval. A MOTION is in order.

IV. VISITORS

A. Scheduling of Visitor Comments On Agenda Items

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

B. General Visitor Comments

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

V. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for September 24, 2020 through October 7, 2020, is attached. Please see the attached staff reports and RESOLUTION.

VI. UNFINISHED BUSINESS

A. ADOPTION OF A RESOLUTION AMENDING RESOLUTION NO. 2020-104 REGARDING TAXABLE HEALTH FACILITIES REVENUE BONDS SERIES 2020

The City Council previously authorized issuance of $33,000,000 in taxable health facilities revenue bonds to finance the River's Edge Hospital expansion project. After that Council action, staff was informed of a drop in interest rate on the bonds which would result in a $900,000 savings in interest cost over the term of the issuance if the closing was delayed until October 8th. The change in the closing date and interest rate also resulted in lower reserve requirements which should be acknowledged by action of the Council to amend the original resolution. Please see the attached staff report and RESOLUTION.

VII. NEW BUSINESS

A. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF DEVELOPMENT AND TAX INCREMENT FINANCING AGREEMENTS FOR NORTH TRAVERSE GREEN SUBDIVISION

Staff recommends authorization be provided for execution of two agreements (development and Tax Increment Financing) for a development of what is now known as Traverse Green Subdivision. The proposed action also provides the Council's approval of the design as required by the Development Agreement. Please see the attached staff report and RESOLUTION.

B. ADOPTION OF A RESOLUTION APPROVING CONTINUATION OF CBD/ADA GRANT PROGRAM

The Central Business District/Americans With Disability grant program in 2020 resulted in the installation of handicap door openers on three different businesses within the business district. The Economic Development Authority recommends the program be continued in 2021 to be funded by the interest revenues generated from the revolving loan fund. Please see the attached staff report and RESOLUTION.

C. ADOPTION OF A RESOLUTION AWARDING BID FOR 2020 BOWLING ALLEY DEMOLITION PROJECT

Staff recommends award of the bid for demolition of the fire damaged former bowling alley at 1671 South Third Street to low bidder Rehnelt Construction. The award is contingent upon a Court order authorizing demolition of the property by the City. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF RESOLUTION INITIATING PROCESS FOR ASSESSMENT OF UNPAID UTILITY CHARGES

Staff recommends initiation of the process for assessment of unpaid utility charges as authorized in State Statute. Please see the attached staff report and RESOLUTIONS.

E. ADOPTION OF RESOLUTIONS INITIATING PROCESS FOR ASSESSMENT OF UNPAID MISCELLANEOUS CHARGES

Staff recommends initiation of the process for assessment of unpaid miscellaneous charges such as driveway patching, lawn mowing, snow removal, and projects for which the property owners have executed waivers of assessments. Please see the attached staff report and RESOLUTIONS.

VIII. REPORTS

A. MAYOR

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

B. CITY ADMINISTRATOR

1. REPORT ON COVID-19 RESPONSE

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

2. OTHERS

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

IX. EXECUTIVE SESSION

A. ADOPTION OF A RESOLUTION CALLING FOR EXECUTIVE SESSION REGARDING SALE OF CITY OWNED PROPERTY AT 1830 FREEMAN DRIVE

As authorized in State Statutes, staff recommends a closed session be called to discuss negotiations related to an offer to purchase the City owned property at 1830 Freeman Drive. Please see the attached staff report and RESOLUTION.

ADJOURN TO CLOSED SESSION

B. DISCUSSION OF PROPERTY SALE REQUEST

The City Council will meet in closed session as authorized in State Statutes to discuss the offer to purchase City owned property. No action will be taken during this closed session.

RETURN TO OPEN SESSION

X. ADJOURNMENT

Todd Prafke
City Administrator

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS
MINUTES OF THE CITY COUNCIL MEETING
SEPTEMBER 28, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Senior Center of the Community Center and by virtual software on September 14, 2020. Under M.S. 13D.021, the City is able to conduct meetings by electronic means in the event of a state-wide emergency. Governor Walz has declared a state-wide peacetime emergency and as such this City Council meeting was conducted both in-person and remotely using GoToMeeting software.

A quorum present, Mayor Zieman called the meeting to order at 7:00 p.m. The following members were present through the virtual platform: Councilmembers Shanon Nowell, Brad DeVos, Stephan Grams, and Emily Bruflat. The following members were present in the meeting room: Mayor Charles Zieman and Councilmembers Ed Johnson and Keri Johnson. The following officials were present: City Administrator Todd Prafke (in person), City Attorney James Brandt (in person) and City Engineer Jeff Domras (virtual).

Approval of Agenda – Mayor Zieman noted the agenda item entitled "Reserve Fund Balance Modification" was removed from the agenda. A motion was made by Johnson (E), seconded by Nowell, to approve the agenda as modified. With all in favor, the modified agenda was approved.

Approval of Minutes – Councilmember Johnson (K) asked for a correction to the minutes to show she was in person at the September 14th meeting. A motion was made by Grams, seconded by Johnson (K), to approve the minutes of the September 14, 2020 regular City Council meeting as corrected. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the September 14, 2020 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 19.

Consent Agenda – In motion by Johnson (E), seconded by Bruflat, Resolution No. 2020-106 entitled "Resolution Approving Consent Agenda" was introduced. City Administrator Prafke noted that under City Code regulations, the permit request for keeping of chickens did not have to come to the Council, but when the ordinance allowing chickens was adopted the Council had asked for updates. Prafke noted that without further direction from the Council, future chicken permits would be treated the same as dog and cat licenses and handled by staff. The Council expressed no objection. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-106 is contained in the City Administrator's book entitled Council Resolutions 23.

Broadway Generation Plant Equipment Certificate Bid Award – Finance Director Vogel recommended acceptance of the proposal from Pioneer Bank for issuance of $345,000 in equipment certificates to fund two improvement projects at the Broadway Generation Plant. Vogel indicated Pioneer Bank's proposal of 1.5% for each of the five years was the lowest of the three proposals received and would be a total interest cost of $15,525. Councilmember Johnson (K) questioned if sending the request for proposals directly to banks was different than the normal process used to solicit proposals. City Administrator Prafke noted that not everyone the City does business with watches the website postings and staff regularly sends proposal requests to local vendors. In motion by Johnson (K), seconded by Nowell, Resolution No. 2020-107 entitled

"Resolution Awarding The Sale Of $345,000 Broadway Generation Plant Upgrade Equipment Certificates Of Indebtedness Of 2020; Fixing The Form And Specifications Thereof; And Providing For Their Payment" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-107 is contained in the City Administrator's book entitled Council Resolutions 23.

Utility Bill Assistance Program – Finance Director Vogel recommended establishing a temporary utility payment assistance program for residential utility customers who have been negatively impacted by COVID-19 and are struggling to pay their bills. Vogel noted that other assistance programs only allow for payment of electric charges and the proposed program, to be administered through the Minnesota Valley Action Council, would allow for payment of all of the City's utility charges for eligible customers as outlined in the program requirements. Vogel recommended $50,000 from the City's CARES Act funding be designated for this program that would help pay bills incurred from March 1, 2020 – December 31, 2020. City Administrator Prafke indicated that staff was not anticipating all of the $50,000 would be used but having a program that dovetailed with existing programs would benefit customers who are in crisis due to COVID-19. In motion by Bruflat, seconded by Johnson (K), Resolution No. 2020-108 entitled "Resolution Establishing Temporary COVID-19 Utility Payment Assistance Program For Residential Utility Customers Experiencing Negative Economic Impact Due To COVID-19" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-108 is contained in the City Administrator's book entitled Council Resolutions 23.

City Assistance Request: Haunted Hayride – City Administrator Prafke recommended approval of a request by the Nicollet County Trails Association for their annual haunted hayride fundraising event in Riverside Park around the Mill Pond. Prafke noted due to COVID-19, the Association had developed a detailed COVID-19 preparedness plan to keep their volunteers safe and was changing things up this year to be a drive through event where participants would stay in their personal vehicles. Prafke also pointed out that like last year, the request was to operate until midnight each night. Councilmember Nowell complimented the group on their event and their attention to safety protocols. In motion by Grams, seconded by Nowell, Resolution No. 2020-109 entitled "Resolution Approving Request For City Assistance For Nicollet County Trails Association Haunted Hayrides" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-109 is contained in the City Administrator's book entitled Council Resolutions 23.

North Traverse Green Subdivision Preliminary and Final Plats – Community Development Director Wille presented the Planning and Zoning Commission recommendation for approval of preliminary and final plats for North Traverse Green Subdivision which was previously Outlot D of Traverse Green Subdivision. Wille noted the preliminary plat identified six (6) twin home sites, twelve (12) single home lots, and two multi-family lots with future Outlots that would be used for the future Cullen Street right-of-way. Wille indicated the preliminary plat would be valid for a period of twelve (12) months unless the City Council granted an extension. In motion by Johnson (E), seconded by Johnson (K), Resolution No. 2020-110 entitled "Resolution Approving Preliminary Plat Of North Traverse Green Subdivision" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-110 is contained in the City Administrator's book entitled Council Resolutions 23.

Wille reported the proposed development of North Traverse Green Subdivision would be done in two phases with the final plat being an abbreviated version of the preliminary plat showing lots for three twin homes and one multi-family and the remaining property designated as outlots for future

development and the Cullen Street right-of-way. Wille noted that both the preliminary and final plats would be zoned R-3 (multi-family residential) and the plats met both the subdivision requirements and utility standards. In motion by Bruflat, seconded by Johnson (E), Resolution No. 2020-111 entitled "Resolution Approving Final Plat Of North Traverse Green Subdivision" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-111 is contained in the City Administrator's book entitled Council Resolutions 23.

North Third, McLeod, Center Street Project Feasibility Report Acceptance – Public Works Director Moulton and City Engineer Domras provided a detailed review of the feasibility report completed for a proposed project to improve North Third Street to a piont 1,000 feet north of West St. Julien Street and Center and McLeod Streets which are currently gravel roads subject to flooding, erosion, and extreme drainage problems. Domras indicated the areas would be improved by among other things expanding the road widths to existing standards, replacing the gravel road surface with bituminous pavement, adding curb and gutter, and utility improvements. Domras also pointed out that the detention pond planned along Center Street would receive runoff from a thirteen acre watershed, fifty percent (50%) of which comes directly from the Alumacraft property to the west. Domras reported staff continued working with Alumacraft about the possibility of building a pond on their site and if that were to happen, the plans for the pond on Center Street would change.

Domras reviewed the funding split for the project which would include assessments to benefitting property owners under Minnesota Statutes 429 and City funds based on the City's assessment policy. Wrapping up his presentation, Domras presented a proposed timeline for the project which would include a hearing on October 26, 2020 and bid receipt in February of 2021.

Councilmember Bruflat questioned if lining the sanitary sewer on North Third Street now would be wise instead of having to line it later. Moulton indicated that the pipe looked good now and regular maintenance would reduce any future costs.

Councilmember Nowell questioned why there was no cul-de-sac planned at the west end of McLeod Street. Moulton indicated the City did not own enough right-of-way to install one and if the Council chose to do so, negotiations for purchase of privately owned property would have to take place.

Councilmember Johnson (E) asked what percentage of property owners had committed to the project. Moulton indicated five property owners like the idea, but don't want to pay anything but the majority of the property owners abutting all three roadways had already signed waivers of assessment on the project.

In motion by Grams, seconded by Nowell, Resolution No. 2020-112 entitled "Resolution Accepting Feasibility Report And Calling For Public Hearing On Improvements To North Third Street, Center And McLeod Streets From West St. Julien Street To 1,000 Feet North" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-112 is contained in the City Administrator's book entitled Council Resolutions 23.

Reports

Mayor's Report – Mayor Zieman had no reports.

COVID-19 Update – City Administrator Prafke reported open gym at the Community Center has seen massive numbers of participants which at times have exceeded the COVID-19 capacity levels and a decision was made that St. Peter residents will have first priority for being in the gym.

Night To Unite Event – City Administrator Prafke reminded Councilmembers of the October 6th Night To Unite event which for the second year will consist of neighborhood gatherings. Prafke also noted that one group had requested temporary closure of the roadway and staff would provide for that closure.

Hospital Financing Update – City Administrator Prafke reported the good news that closing on the USDA financing for the River's Edge Hospital Expansion Project had been delayed to take advantage of another drop in interest rates that would save the Hospital an additional $900,000 in interest over the life of the issuance. Prafke reminded the Council the project interest rate had originally been projected to be substantially higher at 7.7%-7.75% but the Hospital had agreed to 2.25% before the most recent drop to 2.125%.

City Administrator Prafke also reported hydrant flushing would begin on October 5th and be done overnight (8:00 p.m. – 6:00 a.m.) to minimize disruption to the public.

City Administrator Prafke reported on collections being held on October 10th and 17th for tires, appliances, electronics, hazardous materials, and even fluorescent bulbs. Prafke noted more information on the collections is available in the Hot Sheet and from the Tri-County Solid Waste office.

Closed Session: Sale of City Owned Land – City Administrator Prafke requested a closed session to discuss an offer submitted for purchase of City owned property at 216 South Washington Avenue. Prafke noted that such discussion was authorized in closed session under Minnesota Statute. In motion by Johnson (E), seconded by Bruflat, Resolution No. 2020-113 entitled "Resolution Calling For Closed Session" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2020-113 is contained in the City Administrator's book entitled Council Resolutions 23.

The Council adjourned to closed session at 8:05 p.m.

The Council returned to open session at 8:23 p.m.

There being no further business, a motion was made by DeVos, seconded by Johnson (E), to adjourn. With all in favor, the motion carried and the meeting adjourned at 8:24 p.m.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATE: 10/6/2020

FROM: Pete Moulton
Public Works Director

Jeff Knutson
Water Resources Superintendent

RE: Well #14 VFD Repair

ACTION/RECOMMENDATION

Accept the proposal from Laketown Electric of Waconia, MN to complete the replacement of the failed variable frequency drive (VFD) for Well #14 in the amount of $11,000.

BACKGROUND

In September the internal cooling fans for the VFD for Well #14 failed. This is the second time in three years that the internal fans for this VFD have failed.

Staff investigated and discovered replacement appears to be the most cost effective and practical solution as the current 15 year old VFD is now obsolete. A request for proposals was developed and advertised on the website for replacement of the failed VFD. The formal written proposals received included:

- Laketown Electric – Waconia MN $ 11,000.00
- Master Electric – Mankato MN $ 12,575.00
- Automatic Systems Company – Saint Paul MN $ 12,620.00
- Gish Electric – Saint Peter MN $ 14,780.00

We recommend accepting the proposal from Laketown Electric. Funds for this repair will be allocated out of the Water budget.

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

PM/JK/cv

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATE: 10/08/20

FROM: Joey Schugel
Recreation and Leisure Services Director

RE: Employee appointment

ACTION/RECOMMENDATION

Appoint Kyle Leonard as part time Building Supervisor in the Recreation and Leisure Services Department at the wage rate of $11.21 per hour.

BACKGROUND

The recruitment process for Building Supervisors is complete. I recommend the appointment of Kyle Leonard to the part-time Building Supervisor position. Wage rate will be $11.21 per hour.

Mr. Leonard has over seven years of full-time work experiences in which he plans to continue. This position will serve as additional part-time employment. He has extensive customer service experience with his current employment and I expect Mr. Leonard to be a great addition to our Building Supervisor staff.

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

JS/

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A PLUS SECURITY, INC.	vet's memorial wi-fi	MN SQUARE VETERANS	PARKS	59.85
			TOTAL:	59.85
ADVANCED POWER SERVICES, INC.	repair engine #6 gen. plan	ELECTRIC FUND	POWER PRODUCTION	2,880.04
			TOTAL:	2,880.04
ALL AMERICA PRESSURE WASHER MFG., INC.	plug & coupler	ELECTRIC FUND	ADMIN AND GENERAL	13.50
			TOTAL:	13.50
ALPHA WIRELESS COMMUNICATIONS CO	radio battery	GENERAL FUND	CITY ADMINISTRATION	90.00
	radio battery	GENERAL FUND	PUBLIC WORKS ADMIN	90.00
			TOTAL:	180.00
AMERICAN PRESSURE INC.	repair pressure washer	GENERAL FUND	STREETS	125.82
	repair pressure washer	GENERAL FUND	PARKS	100.65
	repair pressure washer	WATER	ADMIN AND GENERAL	50.33
	repair pressure washer	WASTE WATER FUND	ADMIN AND GENERAL	50.33
	repair pressure washer	ENVIRON SERVICES F	ADMIN AND GENERAL	50.31
	repair pressure washer	ELECTRIC FUND	ADMIN AND GENERAL	125.82
			TOTAL:	503.26
AMERICAN RED CROSS	red cross cert.	GENERAL FUND	SWIMMING POOL	60.00
			TOTAL:	60.00
ANDERSON & SKUBITZ, PLLC	criminal	GENERAL FUND	LEGAL SERVICES	125.00
			TOTAL:	125.00
ANDERSON-CRANE RUBBER COMPANY INC.	vactor repairs	WASTE WATER FUND	COLLECTOR/LIFT STAT	28.82
			TOTAL:	28.82
ARTS CENTER OF ST PETER	summer concerts in park	GENERAL FUND	RECREATION/LEISURE SER	2,000.00
			TOTAL:	2,000.00
AUTOMATIC SYSTEMS CO.	repair vfd fan	WATER	PURIFICATION AND TREAT	771.30
			TOTAL:	771.30
B. STARK & CO.	uniform allow.	GENERAL FUND	POLICE	333.04
			TOTAL:	333.04
BORDER STATES ELECTRIC SUPPLY	#490 5/8 ground rod clamp	ELECTRIC FUND	NON-DEPARTMENTAL	220.50
			TOTAL:	220.50
C. EMERY NELSON, INC.	high ph membrane cleaner	WATER	PURIFICATION AND TREAT	2,499.00
	low ph membrane cleaner	WATER	PURIFICATION AND TREAT	2,436.41
			TOTAL:	4,935.41
CENTERPOINT ENERGY MINNEGASCO	sept. gas bill	GENERAL FUND	FIRE	38.29
	sept. gas bill	GENERAL FUND	STREETS	64.17
	sept. gas bill	GENERAL FUND	SWIMMING POOL	74.68
	sept. gas bill	GENERAL FUND	PARKS	51.33
	sept. gas bill	LIBRARY FUND	LIBRARY	198.78
	sept. gas bill	COMMUNITY CENTER	COMMUNITY CENTER	983.14
	sept. gas bill	WATER	PURIFICATION AND TREAT	135.14
	sept. gas bill	WATER	PURIFICATION AND TREAT	26.09
	sept. gas bill	WATER	ADMIN AND GENERAL	25.67
	sept. gas bill	WASTE WATER FUND	COLLECTOR/LIFT STAT	17.65

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	sept. gas bill	WASTE WATER FUND	SOURCE/TREATMENT	92.73
	sept. gas bill	WASTE WATER FUND	ADMIN AND GENERAL	25.67
	sept. gas bill	ENVIRON SERVICES F	ADMIN AND GENERAL	25.65
	sept. gas bill	ELECTRIC FUND	ADMIN AND GENERAL	64.17
			TOTAL:	1,823.16
CHIROPRACTIC HEALTH CENTER OF LESUEUR	dot physical	MN RIVER VALLEY TR	INTERGOVERNMENTAL	90.00
			TOTAL:	90.00
COLE PAPERS INC	disinfectant wipes	GENERAL FUND	STREETS	36.19
	urine screens & tide	GENERAL FUND	STREETS	38.25
	glass cleaneer & supplies	GENERAL FUND	STREETS	28.35
	urinal mat	GENERAL FUND	STREETS	26.84
	disinfectant wipes	GENERAL FUND	PARKS	36.19
	urine screens & tide	GENERAL FUND	PARKS	38.25
	glass cleaneer & supplies	GENERAL FUND	PARKS	28.35
	urinal mat	GENERAL FUND	PARKS	21.47
	bathroom cleaner	LIBRARY FUND	LIBRARY	23.78
	bathroom cleaner	COMMUNITY CENTER	COMMUNITY CENTER	95.14
	bathroom cleaner	COMMUNITY CENTER	COMMUNITY CENTER	65.63
	disinfectant wipes	WATER	DISTRIBUTION AND STORA	18.10
	urine screens & tide	WATER	DISTRIBUTION AND STORA	19.12
	glass cleaneer & supplies	WATER	DISTRIBUTION AND STORA	14.18
	urinal mat	WATER	ADMIN AND GENERAL	10.73
	disinfectant wipes	WASTE WATER FUND	SOURCE/TREATMENT	18.10
	urine screens & tide	WASTE WATER FUND	SOURCE/TREATMENT	19.12
	glass cleaneer & supplies	WASTE WATER FUND	SOURCE/TREATMENT	14.18
	urinal mat	WASTE WATER FUND	ADMIN AND GENERAL	10.73
	disinfectant wipes	ENVIRON SERVICES F	REFUSE DISPOSAL	18.10
	urine screens & tide	ENVIRON SERVICES F	REFUSE DISPOSAL	19.12
	glass cleaneer & supplies	ENVIRON SERVICES F	REFUSE DISPOSAL	14.18
	urinal mat	ENVIRON SERVICES F	ADMIN AND GENERAL	10.73
	disinfectant wipes	ELECTRIC FUND	POWER DISTRIBUTION	36.19
	urine screens & tide	ELECTRIC FUND	POWER DISTRIBUTION	38.25
	glass cleaneer & supplies	ELECTRIC FUND	POWER DISTRIBUTION	28.35
	urinal mat	ELECTRIC FUND	ADMIN AND GENERAL	26.84
	disinfectant wipes	STORMWATER FUND	TREATMENT	18.09
	urine screens & tide	STORMWATER FUND	TREATMENT	19.13
	glass cleaneer & supplies	STORMWATER FUND	TREATMENT	14.16
			TOTAL:	805.84
COMFORT SYSTEMS, INC.	pleated filter	GENERAL FUND	STREETS	2.18
	pleated filter	GENERAL FUND	PARKS	1.75
	pleated filter	WATER	ADMIN AND GENERAL	0.87
	pleated filter	WASTE WATER FUND	ADMIN AND GENERAL	0.87
	pleated filter	ENVIRON SERVICES F	ADMIN AND GENERAL	0.88
	pleated filter	ELECTRIC FUND	ADMIN AND GENERAL	2.18
			TOTAL:	8.73
CONSOLIDATED COMMUNICATIONS	monthly phone/internet/tv	GENERAL FUND	CITY ADMINISTRATION	79.84
	monthly phone/internet/tv	GENERAL FUND	CITY CLERK	15.78
	monthly phone/internet/tv	GENERAL FUND	FINANCE	135.66
	monthly phone/internet/tv	GENERAL FUND	MUNICIPAL BUILDING	7.30
	monthly phone/internet/tv	GENERAL FUND	POLICE	389.78
	monthly phone/internet/tv	GENERAL FUND	FIRE	156.38
	monthly phone/internet/tv	GENERAL FUND	BUILDING INSPECTOR	46.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	monthly phone/internet/tv	GENERAL FUND	PUBLIC WORKS ADMIN	95.38
	monthly phone/internet/tv	GENERAL FUND	STREETS	53.70
	monthly phone/internet/tv	GENERAL FUND	SENIOR COORDINATOR	6.36
	monthly phone/internet/tv	GENERAL FUND	RECREATION/LEISURE SER	250.59
	monthly phone/internet/tv	GENERAL FUND	SWIMMING POOL	46.40
	monthly phone/internet/tv	GENERAL FUND	PARKS	98.21
	monthly phone/internet/tv	GENERAL FUND	ECONOMIC DEVMT	34.39
	monthly phone/internet/tv	LIBRARY FUND	LIBRARY	96.33
	monthly phone/internet/tv	PUBLIC ACCESS	PUBLIC ACCESS	15.78
	monthly phone/internet/tv	COMMUNITY CENTER	COMMUNITY CENTER	168.39
	monthly phone/internet/tv	WATER	ADMIN AND GENERAL	216.91
	monthly phone/internet/tv	WASTE WATER FUND	ADMIN AND GENERAL	219.74
	monthly phone/internet/tv	ENVIRON SERVICES F	ADMIN AND GENERAL	34.15
	monthly phone/internet/tv	ELECTRIC FUND	POWER PRODUCTION	37.21
	monthly phone/internet/tv	ELECTRIC FUND	ADMIN AND GENERAL	150.47
			TOTAL:	2,355.15
CREATIVE AD SOLUTIONS	recognition gift	GENERAL FUND	CITY ADMINISTRATION	16.92
			TOTAL:	16.92
CRYSTAL LAWN, INC	csp west end rain sensors	GENERAL FUND	PARKS	349.20
	csp east end fx leaks	GENERAL FUND	PARKS	725.33
			TOTAL:	1,074.53
CRYSTEEL TRUCK EQUIPMENT INC	over paid invoice	GENERAL FUND	STREETS	44.00-
	hitch for 1 1/2 ton truck	GENERAL FUND	STREETS	392.26
	#620 truck box	WASTE WATER FUND	SOURCE/TREATMENT	1,255.00
			TOTAL:	1,603.26
DGR ENGINEERING	master update plan	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	2,547.60
	broadway gen. plant contro	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	4,800.50
			TOTAL:	7,348.10
EARL F ANDERSEN INC	#17 signs cross traffic	GENERAL FUND	STREETS	70.05
	#17 r-1 4-way stop signs	GENERAL FUND	STREETS	170.15
	9 button red on red object	GENERAL FUND	STREETS	727.25
			TOTAL:	967.45
EATON/CANNON TECHNOLOGIES, INC.	#827 rf genz water nodes	WATER	NON-DEPARTMENTAL	49,980.00
			TOTAL:	49,980.00
ELECTROMARK	transformer labels	ELECTRIC FUND	ADMIN AND GENERAL	675.91
			TOTAL:	675.91
ENNIS-FLINT, INC.	#7 paint for crosswalks	GENERAL FUND	STREETS	2,430.28
			TOTAL:	2,430.28
FAMILY FRESH MARKET	program supplies	GENERAL FUND	RECREATION/LEISURE SER	10.27
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	11.76
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	5.98
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	4.49
	distilled water for labora	WASTE WATER FUND	SOURCE/TREATMENT	14.24
	distilled water for labora	WASTE WATER FUND	SOURCE/TREATMENT	14.24
	night to unite	RESTRICTED CONTRIB	RECREATION/LEISURE SER	8.76
	night to unite	RESTRICTED CONTRIB	RECREATION/LEISURE SER	400.00
			TOTAL:	469.74

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FASTENAL COMPANY	safety glasses	GENERAL FUND	STREETS	26.58
	safety glasses	GENERAL FUND	PARKS	8.60
	safety glasses	GENERAL FUND	PARKS	21.26
	curb stop repair	WATER	DISTRIBUTION AND STORA	29.47
	safety glasses	WATER	ADMIN AND GENERAL	8.60
	safety glasses	WATER	ADMIN AND GENERAL	10.63
	safety glasses	WASTE WATER FUND	ADMIN AND GENERAL	10.63
	safety glasses	ENVIRON SERVICES F	ADMIN AND GENERAL	10.64
	safety glasses	ELECTRIC FUND	ADMIN AND GENERAL	26.58
			TOTAL:	152.99
TIM FISCHER	boots	COMMUNITY CENTER	COMMUNITY CENTER	160.00
			TOTAL:	160.00
FOSTER APPRAISALS INC.	sewer main extention & eas	GENERAL FUND	ECONOMIC DEVMT	6,800.00
			TOTAL:	6,800.00
GAG SHEET METAL, INC.	sfj building repairs	WATER	DISTRIBUTION AND STORA	1,751.12
			TOTAL:	1,751.12
GAGE BROTHERS CAULKING	joint sealant replacement	COMMUNITY CENTER	COMMUNITY CENTER	25,040.00
			TOTAL:	25,040.00
GRAINGER	resp cartridge	WATER	PURIFICATION AND TREAT	147.00
			TOTAL:	147.00
JAMES GRUHOT	driver lic. renewal	WATER	DISTRIBUTION AND STORA	51.00
			TOTAL:	51.00
HANSEN SANITATION, INC.	garbage	GENERAL FUND	STREETS	452.00
			TOTAL:	452.00
HAWKINS, INC.	sodium hydroxide, chlorine	WATER	PURIFICATION AND TREAT	3,227.10
			TOTAL:	3,227.10
HENNING PROFESSIONAL SERVICES	appraisal/ r.o.w acquisiti	GENERAL FUND	ECONOMIC DEVMT	1,780.75
			TOTAL:	1,780.75
HOLIDAY COMMERCIAL	sept fuel	MN RIVER VALLEY TR	INTERGOVERNMENTAL	775.28
			TOTAL:	775.28
INGRAM BOOK COMPANY	new materials for the libr	LIBRARY FUND	LIBRARY	535.99
	program supplies	LIBRARY FUND	LIBRARY	67.06
			TOTAL:	603.05
JOHN DEERE	side mower repair	GENERAL FUND	STREETS	205.67
	belt on mower	STORMWATER FUND	TREATMENT	531.31
	spacer on mower	STORMWATER FUND	TREATMENT	9.63
			TOTAL:	746.61
JON-DON	2020 carpet shampooer part	LIBRARY FUND	LIBRARY	22.29
	2020 carpet shampooer part	COMMUNITY CENTER	COMMUNITY CENTER	22.28
			TOTAL:	44.57
AMY KAMM	boots	STORMWATER FUND	ADMINISTRATION AND GEN	139.99
	uniform allow.	STORMWATER FUND	ADMINISTRATION AND GEN	174.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	314.94
TERRY KAMM	uniform allow.	WATER	ADMIN AND GENERAL	89.25
			TOTAL:	89.25
KB CLEANING & SERVICES, LLC.	monthly janitorial serv.	GENERAL FUND	PARKS	2,550.00
			TOTAL:	2,550.00
KENDELL DOORS & HARDWARE, INC.	security key maint.	GENERAL FUND	STREETS	64.20
	security key maint.	GENERAL FUND	PARKS	51.36
	replace wtp doors	WATER	PURIFICATION AND TREAT	6,735.00
	replace wtp doors	WATER	PURIFICATION AND TREAT	6,839.00
	security key maint.	WATER	ADMIN AND GENERAL	25.68
	security key maint.	WASTE WATER FUND	ADMIN AND GENERAL	25.68
	security key maint.	ENVIRON SERVICES F	ADMIN AND GENERAL	25.68
	security key maint.	ELECTRIC FUND	ADMIN AND GENERAL	64.20
			TOTAL:	13,830.80
LARKSTUR ENGINEERING & SUPPLY, INC.	vactor hose reapair	WASTE WATER FUND	COLLECTOR/LIFT STAT	36.58
			TOTAL:	36.58
LE SUEUR COUNTY PARKS	parks-reimburse for regist	GENERAL FUND	RECREATION/LEISURE SER	112.00
			TOTAL:	112.00
LE SUEUR NEWS-HERALD	newspaper subscription	LIBRARY FUND	LIBRARY	60.95
			TOTAL:	60.95
LLOYD LUMBER COMPANY	eab sack concrete	ENVIRON SERVICES F	REFUSE DISPOSAL	318.00
			TOTAL:	318.00
LOCATORS & SUPPLIES, INC.	safety vest & gloves	GENERAL FUND	STREETS	170.41
	safety vest & gloves	GENERAL FUND	PARKS	136.33
	safety vest & gloves	WATER	ADMIN AND GENERAL	68.17
	safety vest & gloves	WASTE WATER FUND	ADMIN AND GENERAL	68.17
	safety vest & gloves	ENVIRON SERVICES F	ADMIN AND GENERAL	68.16
	safety vest & gloves	ELECTRIC FUND	ADMIN AND GENERAL	170.41
			TOTAL:	681.65
LUBE-TECH & PARTNERS, LLC	oil drums	GENERAL FUND	STREETS	76.66
	oil drums	GENERAL FUND	PARKS	76.66
	oil drums	WATER	DISTRIBUTION AND STORA	38.33
	oil drums	WASTE WATER FUND	SOURCE/TREATMENT	38.33
	oil drums	ENVIRON SERVICES F	REFUSE DISPOSAL	38.33
	oil drums	ELECTRIC FUND	POWER DISTRIBUTION	76.66
	oil drums	STORMWATER FUND	TREATMENT	38.35
			TOTAL:	383.32
MANKATO INDUSTRIAL COATINGS, LLC	floor mats	GENERAL FUND	STREETS	95.00
	floor mats	WASTE WATER FUND	ADMIN AND GENERAL	95.00
			TOTAL:	190.00
MARCO, INC.	contract usage 08/23-09/22	GENERAL FUND	CITY ADMINISTRATION	56.66
	contract usage 08/23-09/22	GENERAL FUND	CITY CLERK	56.66
	contract usage 08/23-09/22	GENERAL FUND	FINANCE	37.77
	contract usage 08/23-09/22	GENERAL FUND	POLICE	30.22
	contract usage 08/23-09/22	GENERAL FUND	BUILDING INSPECTOR	15.11

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	contract usage 08/23-09/22	GENERAL FUND	PUBLIC WORKS ADMIN	7.55
	contract usage 08/23-09/22	GENERAL FUND	ECONOMIC DEVMT	3.78
	contract usage 08/23-09/22	WATER	ADMIN AND GENERAL	33.99
	contract usage 08/23-09/22	WASTE WATER FUND	ADMIN AND GENERAL	33.98
	contract usage 08/23-09/22	ELECTRIC FUND	ADMIN AND GENERAL	101.98
			TOTAL:	377.70
MED-COMPASS INC	annaul hearing tests	GENERAL FUND	STREETS	155.13
	annaul hearing tests	GENERAL FUND	PARKS	124.10
	annaul hearing tests	WATER	ADMIN AND GENERAL	62.05
	annaul hearing tests	WASTE WATER FUND	ADMIN AND GENERAL	62.05
	annaul hearing tests	ENVIRON SERVICES F	ADMIN AND GENERAL	62.04
	annaul hearing tests	ELECTRIC FUND	ADMIN AND GENERAL	155.13
			TOTAL:	620.50
MENARDS	stakes & anti-freeze	GENERAL FUND	SWIMMING POOL	163.82
	caulk gun	GENERAL FUND	PARKS	66.04
	sidewall grille	GENERAL FUND	PARKS	4.49
	broadway twr. hyd. repair	WATER	DISTRIBUTION AND STORA	18.25
	bldg b door-elec invty	ELECTRIC FUND	CAPITAL-GENERAL PLANT	1,337.79
			TOTAL:	1,590.39
METRO SALES INC	copier maint.	GENERAL FUND	POLICE	99.63
			TOTAL:	99.63
MEYER SIGNWORKS	vehicle logo's	GENERAL FUND	BUILDING INSPECTOR	56.00
	vehicle logo's	WATER	ADMIN AND GENERAL	22.40
	vehicle logo's	WASTE WATER FUND	ADMIN AND GENERAL	22.40
	vehicle logo's	ENVIRON SERVICES F	ADMIN AND GENERAL	11.20
	vehicle logo's	ELECTRIC FUND	ADMIN AND GENERAL	56.00
			TOTAL:	168.00
MIDWAY FORD COMPANY	#920 2020 f550 pickup	GENERAL FUND	STREETS	49,368.94
			TOTAL:	49,368.94
MIDWEST TAPE	dvds	LIBRARY FUND	LIBRARY	29.98
	dvds	LIBRARY FUND	LIBRARY	9.74
	sept digital media	LIBRARY FUND	LIBRARY	1,200.41
			TOTAL:	1,240.13
MILLER'S REFRIGERATION	wood shop heater reapir	GENERAL FUND	STREETS	356.22
	wood shop heater reapir	GENERAL FUND	PARKS	284.98
	wood shop heater reapir	WATER	ADMIN AND GENERAL	142.49
	wood shop heater reapir	WASTE WATER FUND	ADMIN AND GENERAL	142.49
	wood shop heater reapir	ENVIRON SERVICES F	ADMIN AND GENERAL	142.48
	wood shop heater reapir	ELECTRIC FUND	ADMIN AND GENERAL	356.22
			TOTAL:	1,424.88
MISC VENDOR ZION, LEE	refund on room rent	GENERAL FUND	NON-DEPARTMENTAL	29.21
NICOLLET COUNTY FAIR B	johnson hall rent for voti	GENERAL FUND	ELECTIONS	250.00
			TOTAL:	279.21
MN BUREAU OF CRIMINAL APPREHENSION	cjdn bca services 7/1-9/30	GENERAL FUND	POLICE	270.00
	dmt training	GENERAL FUND	POLICE	375.00
	dmt training	GENERAL FUND	POLICE	375.00
			TOTAL:	1,020.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MN DEPT OF HUMAN SERVICES	09/1-09/15 mowing services	GENERAL FUND	NON-DEPARTMENTAL	56.00
			TOTAL:	56.00
MN IRON & METAL COMPANY	curb stop boxes repair	WATER	DISTRIBUTION AND STORA	63.00
			TOTAL:	63.00
MN MUNICIPAL UTILITIES ASSOCIATION	employee testing	GENERAL FUND	FIRE	31.00
	employee testing	GENERAL FUND	STREETS	263.50
	employee testing	GENERAL FUND	PARKS	210.80
	employee testing	COMMUNITY CENTER	COMMUNITY CENTER	62.00
	employee testing	WATER	ADMIN AND GENERAL	105.40
	employee testing	WASTE WATER FUND	ADMIN AND GENERAL	105.40
	employee testing	ENVIRON SERVICES F	ADMIN AND GENERAL	105.40
	employee testing	ELECTRIC FUND	ADMIN AND GENERAL	263.50
	employee testing	MN RIVER VALLEY TR	INTERGOVERNMENTAL	465.00
			TOTAL:	1,612.00
MINNESOTA PAVING & MATERIALS	gravel stock pile	WATER	ADMIN AND GENERAL	165.07
	gravel stock pile	WATER	ADMIN AND GENERAL	131.63
	gravel stock pile	WASTE WATER FUND	ADMIN AND GENERAL	165.07
	gravel stock pile	WASTE WATER FUND	ADMIN AND GENERAL	131.63
	gravel stock pile	ENVIRON SERVICES F	ADMIN AND GENERAL	82.53
	gravel stock pile	ENVIRON SERVICES F	ADMIN AND GENERAL	65.82
	gravel stock pile	ELECTRIC FUND	ADMIN AND GENERAL	412.68
	gravel stock pile	ELECTRIC FUND	ADMIN AND GENERAL	329.08
			TOTAL:	1,483.51
MN SECRETARY OF STATE - NOTARY	notary renewal cynthia mou	GENERAL FUND	ECONOMIC DEVMT	120.00
			TOTAL:	120.00
MN VALLEY ACTION COUNCIL INC.	cares funding mvac utility	GENERAL FUND	FINANCE	50,000.00
			TOTAL:	50,000.00
MOBOTREX	#757 stoplight ball & arro	ELECTRIC FUND	NON-DEPARTMENTAL	466.00
			TOTAL:	466.00
PETE MOULTON	mileage 09/21/20-10/02/20	GENERAL FUND	PARKS	18.97
	mileage 09/21/20-10/02/20	WASTE WATER FUND	ADMIN AND GENERAL	8.05
	mileage 09/21/20-10/02/20	ENVIRON SERVICES F	ADMIN AND GENERAL	43.13
	mileage 09/21/20-10/02/20	ELECTRIC FUND	ADMIN AND GENERAL	18.40
			TOTAL:	88.55
MTI DISTRIBUTING CO	#554 20" blade	GENERAL FUND	PARKS	205.01
			TOTAL:	205.01
MVTL LABORATORIES INC	biosolids 503 testing	WASTE WATER FUND	BIOSOLIDS	600.00
	biosolids 503 testing	WASTE WATER FUND	BIOSOLIDS	600.00
	wwtf salty discharge testi	WASTE WATER FUND	SOURCE/TREATMENT	134.00
	npdes permit testing	WASTE WATER FUND	SOURCE/TREATMENT	327.00
	wwtf fecal testing	WASTE WATER FUND	SOURCE/TREATMENT	14.40
			TOTAL:	1,675.40
NICOLLET COUNTY RECORDER/ABSTRACTER	recording devel agree -orc	GENERAL FUND	ECONOMIC DEVMT	46.00
			TOTAL:	46.00
NORTHERN STATES SUPPLY INC	return mud mixer, drill&ba	GENERAL FUND	FIRE	102.02-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	drill, carrying case, powe	GENERAL FUND	STREETS	76.93
	drill, carrying case, powe	GENERAL FUND	PARKS	76.93
	drill, carrying case, powe	WATER	DISTRIBUTION AND STORA	38.46
	drill, carrying case, powe	WASTE WATER FUND	SOURCE/TREATMENT	38.46
	drill, carrying case, powe	ENVIRON SERVICES F	REFUSE DISPOSAL	38.46
	drill, carrying case, powe	ELECTRIC FUND	POWER DISTRIBUTION	76.93
	drill, carrying case, powe	STORMWATER FUND	TREATMENT	38.47
			TOTAL:	282.62
OVERHEAD DOOR COMPANY OF MANKATO INC	service call & repair	GENERAL FUND	MUNICIPAL BUILDING	112.90
			TOTAL:	112.90
PEREGRIN, ANTHONY	aug. monthly recording	PUBLIC ACCESS	PUBLIC ACCESS	391.00
	sept. monthly rec.	PUBLIC ACCESS	PUBLIC ACCESS	561.00
	sept. monthly rec.	PUBLIC ACCESS	PUBLIC ACCESS	272.00
			TOTAL:	1,224.00
QUALITY FLOW SYSTEMS, INC	wwtf wet well sensor	WASTE WATER FUND	SOURCE/TREATMENT	914.29
			TOTAL:	914.29
RAMY TURF PRODUCTS	seed	ENVIRON SERVICES F	REFUSE DISPOSAL	77.50
	seed	STORMWATER FUND	TREATMENT	77.50
	trav green storm basin see	STORMWATER FUND	TREATMENT	440.00
			TOTAL:	595.00
RDP TECHNOLOGIES, INC.	biosolids internal heat tu	WASTE WATER FUND	BIOSOLIDS	10,200.00
			TOTAL:	10,200.00
RED WING SHOE STORE	ty boots	WASTE WATER FUND	ADMIN AND GENERAL	262.48
			TOTAL:	262.48
RIHM KENWORTH	#45 cartridge kit	GENERAL FUND	STREETS	149.74
	air dryer cartridgefor tru	GENERAL FUND	STREETS	194.05
	core return	GENERAL FUND	STREETS	62.50-
			TOTAL:	281.29
ROYAL TIRE, INC	tires	GENERAL FUND	STREETS	1,900.20
	retured tires	GENERAL FUND	STREETS	1,900.20-
	tires #306	ELECTRIC FUND	POWER DISTRIBUTION	440.56
	tires #716	STORMWATER FUND	TREATMENT	506.84
	tires	MN RIVER VALLEY TR	NON-DEPARTMENTAL	734.08
			TOTAL:	1,681.48
RYAN ELECTRIC OF ST PETER	parking lot light repair	LIBRARY FUND	LIBRARY	150.00
	parking lot light repair	COMMUNITY CENTER	COMMUNITY CENTER	150.00
	uv service call	WASTE WATER FUND	SOURCE/TREATMENT	112.50
			TOTAL:	412.50
SPRINT SOLUTIONS, INC.	sept. phone bill	GENERAL FUND	FIRE	17.26
	sept. phone bill	WATER	ADMIN AND GENERAL	39.99
			TOTAL:	57.25
ST LOUIS MRO, INC.	lifeguard ee drug testing	GENERAL FUND	SWIMMING POOL	247.50
			TOTAL:	247.50
ST PETER FIREFIGHTERS RELIEF	retirement/ supplemental s	FIREMANS RELIEF	FIRE	75,252.83

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	75,252.83
ST PETER HERALD	public notice bakers field	GENERAL FUND	ECONOMIC DEVMT	403.20
			TOTAL:	403.20
ST PETER LUMBER CO	wd-40	GENERAL FUND	POLICE	6.99
	treemendous decking	GENERAL FUND	PARKS	104.31
	eab fence	ENVIRON SERVICES F	REFUSE DISPOSAL	11.08
	tank sprayer	ENVIRON SERVICES F	REFUSE DISPOSAL	13.99
	building b rebar	ELECTRIC FUND	CAPITAL-GENERAL PLANT	1,337.50
	seed	STORMWATER FUND	TREATMENT	33.90
			TOTAL:	1,507.77
STAPLES ADVANTAGE	cleaning and program suppl	GENERAL FUND	RECREATION/LEISURE SER	108.87
	cleaning and program suppl	LIBRARY FUND	LIBRARY	22.49
	cleaning and program suppl	COMMUNITY CENTER	COMMUNITY CENTER	19.68
			TOTAL:	151.04
STAR TRIBUNE	e-news	LIBRARY FUND	LIBRARY	24.95
			TOTAL:	24.95
UNIVAR USA INC.	water treatment chemical	WATER	PURIFICATION AND TREAT	3,428.53
			TOTAL:	3,428.53
VERIZON WIRELESS	sept. phone & jet packs	GENERAL FUND	CITY ADMINISTRATION	35.07
	sept. phone & jet packs	GENERAL FUND	FIRE	70.02
	sept. phone & jet packs	GENERAL FUND	BUILDING INSPECTOR	40.01
	sept. phone & jet packs	COMMUNITY CENTER	COMMUNITY CENTER	15.26
	sept. phone & jet packs	WATER	ADMIN AND GENERAL	15.26
	sept. phone & jet packs	WASTE WATER FUND	ADMIN AND GENERAL	15.25
	sept. phone & jet packs	ELECTRIC FUND	ADMIN AND GENERAL	15.26
	cell phone & data	MN RIVER VALLEY TR	INTERGOVERNMENTAL	123.33
			TOTAL:	329.46
VISA	fedex mail for utility pay	GENERAL FUND	FINANCE	11.00
	water & ice maker & filter	GENERAL FUND	MUNICIPAL BUILDING	3,624.82
	annual fee	GENERAL FUND	POLICE	15.00
	refund for headset	GENERAL FUND	POLICE	13.33-
	spare dvd drives for polic	GENERAL FUND	POLICE	32.19
	child safety recert.	GENERAL FUND	POLICE	55.00
	adobe pdf maker for pw adm	GENERAL FUND	PUBLIC WORKS ADMIN	34.99
	tire pulg refills	GENERAL FUND	STREETS	18.84
	highway cones	GENERAL FUND	STREETS	174.13
	go to meeting fee	GENERAL FUND	STREETS	6.45
	crafting supplies	GENERAL FUND	SENIOR COORDINATOR	264.27
	craft for aging week	GENERAL FUND	SENIOR COORDINATOR	69.42
	go to meeting	GENERAL FUND	RECREATION/LEISURE SER	19.00
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	0.66
	mrpa conference	GENERAL FUND	RECREATION/LEISURE SER	150.00
	go to meeting	GENERAL FUND	RECREATION/LEISURE SER	5.00
	annual fee	GENERAL FUND	RECREATION/LEISURE SER	15.00
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	23.75
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	5.00
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	5.00
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	2.25
	program supplies	GENERAL FUND	RECREATION/LEISURE SER	3.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	disc golf, lawn, bowl, che	GENERAL FUND	RECREATION/LEISURE SER	791.04
	pickleball supp	GENERAL FUND	RECREATION/LEISURE SER	49.95
	program supp	GENERAL FUND	RECREATION/LEISURE SER	74.99
	program supp	GENERAL FUND	RECREATION/LEISURE SER	74.99
	tire pulg refills	GENERAL FUND	PARKS	18.84
	highway cones	GENERAL FUND	PARKS	174.13
	go to meeting fee	GENERAL FUND	PARKS	5.16
	dog waste bags	GENERAL FUND	PARKS	108.89
	mla conference registratio	LIBRARY FUND	LIBRARY	90.00
	am library assoc membershi	LIBRARY FUND	LIBRARY	53.00
	gift cards for program	LIBRARY FUND	LIBRARY	335.00
	fall programming & hotspot	LIBRARY FUND	LIBRARY	36.25
	renewed hotspots	LIBRARY FUND	LIBRARY	720.00
	drop box	PUBLIC ACCESS	PUBLIC ACCESS	45.00
	sink parts & curbbox nippl	WATER	PURIFICATION AND TREAT	313.24
	fan filter	WATER	PURIFICATION AND TREAT	58.62
	tire pulg refills	WATER	DISTRIBUTION AND STORA	9.42
	highway cones	WATER	DISTRIBUTION AND STORA	87.06
	awwa conference fee, lunch	WATER	ADMIN AND GENERAL	141.55
	go to meeting fee	WATER	ADMIN AND GENERAL	2.58
	awwa annual conference	WATER	ADMIN AND GENERAL	119.00
	tire pulg refills	WASTE WATER FUND	SOURCE/TREATMENT	9.42
	highway cones	WASTE WATER FUND	SOURCE/TREATMENT	87.06
	uniform allow.	WASTE WATER FUND	ADMIN AND GENERAL	187.65
	go to meeting fee	WASTE WATER FUND	ADMIN AND GENERAL	2.58
	tire pulg refills	ENVIRON SERVICES F	REFUSE DISPOSAL	9.42
	highway cones	ENVIRON SERVICES F	REFUSE DISPOSAL	87.06
	go to meeting fee	ENVIRON SERVICES F	ADMIN AND GENERAL	2.56
	pesticicde recert. online	ENVIRON SERVICES F	ADMIN AND GENERAL	190.00
	eab fence/gate sections	ENVIRON SERVICES F	ADMIN AND GENERAL	229.96
	bldg b elec- trench drain	ELECTRIC FUND	CAPITAL-GENERAL PLANT	925.96
	tire pulg refills	ELECTRIC FUND	POWER DISTRIBUTION	18.84
	highway cones	ELECTRIC FUND	POWER DISTRIBUTION	174.13
	go to meeting fee	ELECTRIC FUND	ADMIN AND GENERAL	6.45
	tire pulg refills	STORMWATER FUND	TREATMENT	9.40
	highway cones	STORMWATER FUND	TREATMENT	87.07
			TOTAL:	9,857.71
VON ESSEN TOWING	towing & tire repair	GENERAL FUND	POLICE	170.00
			TOTAL:	170.00
W.W. BLACKTOPPING, INC.	asphalt mix	GENERAL FUND	STREETS	307.02
	asphalt mix	GENERAL FUND	PARKS	1,020.00
			TOTAL:	1,327.02
WESCO DISTRIBUTION INC	#382 4/0 2-hole	ELECTRIC FUND	NON-DEPARTMENTAL	271.51
			TOTAL:	271.51
WOLF MOTOR COMPANY, INC.	#556 hardware	GENERAL FUND	STREETS	4.49
			TOTAL:	4.49
XCEL ENERGY	hey 22 bridge lights	GENERAL FUND	STREETS	11.08
			TOTAL:	11.08
ZACK'S INC	cleaning supplies for jani	GENERAL FUND	STREETS	13.84
	cleaning supplies for jani	GENERAL FUND	PARKS	13.84

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	cleaning supplies for jani	WATER	DISTRIBUTION AND STORA	6.92
	shovels	WASTE WATER FUND	COLLECTOR/LIFT STAT	89.94
	cleaning supplies for jani	WASTE WATER FUND	SOURCE/TREATMENT	6.92
	cleaning supplies for jani	ENVIRON SERVICES F	REFUSE DISPOSAL	6.92
	cleaning supplies for jani	ELECTRIC FUND	POWER DISTRIBUTION	13.84
	cleaning supplies for jani	STORMWATER FUND	TREATMENT	6.94
			TOTAL:	159.16
ZEP SALES & SERVICE	pw chemicals	WASTE WATER FUND	BIOSOLIDS	744.55
			TOTAL:	744.55
ZIEGLER INC	broadway gen. plant #2 rep	ELECTRIC FUND	POWER PRODUCTION	6,402.53
			TOTAL:	6,402.53

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

101	GENERAL FUND	134,300.94
211	LIBRARY FUND	3,677.00
213	PUBLIC ACCESS	1,284.78
217	COMMUNITY CENTER	26,781.52
234	FIREMANS RELIEF	75,252.83
601	WATER	80,229.11
602	WASTE WATER FUND	17,073.38
603	ENVIRON SERVICES FUND	1,813.48
604	ELECTRIC FUND	25,165.67
606	STORMWATER FUND	2,145.73
820	RESTRICTED CONTRIBUTIONS	408.76
827	MN SQUARE VETERANS MEMORI	59.85
830	MN RIVER VALLEY TRANSIT	2,187.69
	GRAND TOTAL:	370,380.74

TOTAL PAGES: 11

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

RESOLUTION APPROVING CONSENT AGENDA

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

1. The following budgeted purchases in excess of $10,000 are hereby approved:

VENDOR	ITEMS	PRICE	FUNDING
Laketown Electric	Variable frequency drive Well #14	$11,000	Water

2. The following employee appointment is hereby approved at the wage indicated:

NAME	POSITION	WAGE RATE
Kyle Leonard	PT Building Supervisor	$11.21/hour

3. The schedule of disbursements for September 24, 2020 through October 7, 2020 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 12th day of October, 2020.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 10/8/2020

FROM: Todd Prafke
City Administrator

RE: River's Edge Hospital Financing Bond Reserve Amount

ACTION/RECOMMENDATION

Approve the attached resolution amending Resolution 2020-104 related to the issuance of the City's $33,000,000 Taxable Health Facilities Revenue Bonds, Series 2020.

BACKGROUND

At your meeting of September 14, 2020, the City Council adopted Resolution No. 2020-104 which provided for the issuance and sale of $33,320,000 Taxable Health Facilities Revenue Bonds, Series 2020.

Subsequent to the adoption of that Resolution, the City was informed by Rural Housing Service, United States Department of Agriculture (USDA) who is the purchaser of the Bonds, that by delaying the closing date to the month of October, the City could take advantage of a lower interest rate on the Bonds. You may recall the interest was reduced from 2.25% to 2.125%. That interest rate change reduced the overall cost of repayment by about $900,000. Since both the Hospital Commission and Council believed that a change in the closing date was prudent to save $900,000 staff, with cooperation of the USDA and your consultants, moved the closing date to October 8th.

Because the closing date was moved and interest rate on the Bonds changed, the reserve account requirements were also lower than were stated in Resolution 202-104, thereby requiring the need to amend the reserve account requirement language. The resolution attached amends that resolution.

FISCAL IMPACT:

The savings realized is about $900,000 over the term of the loan.

ALTERNATIVES AND VARIATIONS:
Do not act. If you do not take action in the near term we will have a big mess and at this point I am not sure how to untangle it. If your delay on action is for a couple of weeks I think not substantial problems will be faced; however, this is the appropriate time to take action.
Negative vote. This is an appropriate time to take this action. If you do not take action in the near term we will have a big mess and at this point I am not sure how to untangle it. If you don't take any action this could jeopardize future financing you have planned using USDA.

Modification of the resolution. This is always an option of the Council but note this resolution was drafted by your Bond Counsel and meets the legal requirements in State law.

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

TP/bal

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 –

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

RESOLUTION AMENDING RESOLUTION NO. 2020-104 RELATED TO THE ISSUANCE OF THE CITY'S $33,320,000 TAXABLE HEALTH FACILITIES REVENUE BONDS, SERIES 2020

WHEREAS, on September 14, 2020, the City Council of the City of Saint Peter, Minnesota (the "City" or "Issuer"), adopted Resolution No. 2020-104 (the "Prior Resolution"), which provided for the issuance and sale of $33,320,000 Taxable Health Facilities Revenue Bonds, Series 2020 (the "Bonds"); and

WHEREAS, subsequent to the adoption of the Prior Resolution, the City has been informed by Rural Housing Service, United States Department of Agriculture (the "Government"), the purchaser of the Bonds, that by delaying the closing date to the month of October, the City can take advantage of a lower interest rate on the Bonds; and

WHEREAS, the City desires to take advantage of such lower interest rate on the Bonds and agrees to delay the closing date therefor; and

WHEREAS, due to the lower interest rate on the Bonds, the reserve account requirements shall be in an amount that is lower than as is stated in the Prior Resolution, thereby requiring the need to amend the reserve account requirement language of the Prior Resolution.

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

1. Resolution No. 2020-104 is hereby amended as follows:

(a) Section 9(d) of Resolution No. 2020-104, shall be replaced in its entirety by the following paragraph:

(d) Reserve Account. There shall be created and maintained in the Fund a "Reserve Account." There shall be set aside in the Reserve Account the sum of $11,264 each month until there is accumulation in that account equaling one year's annual loan installment in the sum of $1,351,464. After which time, deposits may be suspended, except to replace withdrawals. When necessary, disbursements may be used for payments due on the Bonds if sufficient funds are not available in the Debt Service Account. With the prior written approval of the Government, funds may be withdrawn for (1) paying the cost of repairing or replacing any damage to the Health Facilities which may have been caused by catastrophe, or (2) making extensions or improvements to the Health Facilities. Whenever disbursements are made from the Reserve Account, monthly deposits shall then be resumed until there is again accumulated an amount of $1,351,464, at which time deposits may be discontinued. The Reserve Account must be individually tracked in the annual financial records/audits of the System, and identified as the Reserve Account for this specific RD-funded project.

2. All other provisions of the Prior Resolution are and remain in full force and effect.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October, 2020.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATE: 10/08/20

FROM: Russ Wille
Community Development Director

RE: North Traverse Green Multi-Family – Development Agreement/TIF Agreement/Design Approval

ACTION/RECOMMENDATION

Adopt the attached resolution authorizing execution of a Development Agreement with St. Peter Land, LLC a Tax Increment Financing Development Agreement with St. Peter Investors, LLC and accepting the design, site plan and exterior finish of the pending multi-family development.

BACKGROUND

On July 13, 2020, the City Council entered in to a Purchase Agreement with CADG for the sale of Outlot D, Traverse Green Subdivision. CADG purchased the eastern 12.8 acres of the Outlot. The City retains ownership of what will ultimately become the Cullen Street right-of-way and the lands lying to the west. The City Council accepted the Preliminary and Final Plats of North Traverse Green Subdivision at the September 28, 2020 meeting.

A Development Agreement and Tax Increment Financing Development Agreement have been prepared for City Council consideration and approval.

As per the terms of the Purchase Agreement, CADG intends to assign the purchase agreement to St. Peter Land, LLC which would acquire the lands from the City. St. Peter Land, LLC (SPL) would then intend to transfer ownership of the multi-family lot to St. Peter Investors, LLC.

DEVELOPMENT AGREEMENT - As with the Development Agreement for the Anytime Fitness project, the agreement for the North Traverse Green Subdivision project would address the installation of public improvements and the costs assessed to, or otherwise paid by St. Peter Land, LLC (SPL).

The developer has paid all of the costs to design and engineer both the plat and utilities necessary to serve the property (Exhibit B Improvements). The developer will also be obligated to pay all of the costs associated with the installation or construction of the Exhibit B Improvement within their development property.

The developer will reimburse the City for our actual costs to inspect installation of the public utility improvements. SPL will also reimburse the City for $2,000 in costs incurred for the City Attorney's review of the project documents.

Clark Street is planned to be constructed within the existing right-of-way that was platted with the first phase of Traverse Green Subdivision. Like the Windsor Pond development, the roadway will only be constructed to the limits of the first phase of North Traverse Green Subdivision. As future phases of the development are undertaken and constructed, Clark Street will be extended westerly to the limits of the next stage of development. SPL will be assessed for one-half of the costs to construct the roadway, curb and gutter, sidewalk and utilities.

Given that Clark Street was previously platted on lands owned by the City and not lands dedicated by the developer, SPL will pay the City $9,041. That would provide compensation for one-half of the land dedicated for the Clark Street right-of-way as if it had been dedicated by SPL.

Cullen Street on the western edge of the SPL property will not be constructed until construction of future phases of the development commence. Once again, given that the Cullen Street right-of-way is depicted upon lands owned by the City, SPL will reimburse the City $5,160 in lieu of the dedication of lands. The development property will also be assessed one-half of the construction costs of Cullen Street once it would be built.

Stormwater drainage would be captured on-site through a series of catch basins and intakes. The ultimate destination for the stormwater run-off would be the Clark Street Basin which is on the east side of Nicollet Avenue (C.S.A.H. #20). Given that the development property is within the Clark Street Basin watershed, it would have an assessment for construction of the dry basin. The assessment would total $11,718.16. As with the Windsor Pond development, when future phases of the North Traverse Green Subdivision project are undertaken, the developer will incur additional stormwater assessments at a rate of $2,386.59 per acre.

Parkland dedication fees are required by the Subdivision Ordinance whenever lands are originally platted. Residential developments are to dedicate 12% of the property for parkland purposes. If no publicly owned parks are planned upon the development property, the City can obligate the developer to pay cash which is deposited in to a dedicated parkland account. Funds from the account can only be used to pay for park acquisition or capital improvements within parks.

Given that the first phase contains 4.9 acres of land, the developer would need to provide 0.5892 acres of land as parkland dedication. Since there is no public park planned within the subdivision the developer will make a cash payment of $5,892given the sales price of $10,000 per acre. As future phases of the project are platted, additional parkland dedication fees will be charged to SPL.

TAX INCREMENT FINANCING: A pay-as-you-go Tax Increment Financing Development Agreement by and between the City of Saint Peter and St. Peter Investors, LLC has been prepared by Mary Ippel who is an attorney that the City has worked with numerous times when assembling Tax Increment Financing districts.

The agreement intends to provide reimbursement to St. Peter Investors for expenses deemed eligible for a housing tax increment district by Statute. St. Peter Investors has identified $8,466,778 in expenses eligible to be reimbursed.

Following the County Assessor's review and consideration of the site plan, floor plans and other construction documents submitted by CADG, the Assessor's office suggests a post-construction market value of $7,395,400 for phase one of the project.

If the property is indeed valued at that amount following construction, the annual gross tax increment would be calculated to be $125,008 beginning with taxes paid in 2023. Statute allows

the City to retain 10% of the gross tax increment to reimburse itself for administrative costs. As such, the annual net tax increment revenues would be $112,057.

After consultation with Shannon Sweeney of David Drown Associates and City Administrator Prafke, an offer has been made to reimburse St. Peter Investors $2,100,000, a portion (24.8%) of the eligible tax increment expenses, or a maximum of 15 years (taxes payable 2037).

If tax rates or tax classifications are changed by the Legislature, it is possible that the net tax increments will not reach the predicted $112,057. That is why we utilized a pay-as-you-go agreement and have capped the number of years. The developers agree to these requirements recognizing that if they receive a lower annual tax increment payment, they have paid less than the amount of real estate taxes projected.

The agreement obligates St. Peter Investors to ensure that at least 20% (13) of the apartment units are occupied by families with annual incomes at or below 50% of the area median income adjusted for household size. For example, a single person household would need to have an annual income below $29,650 while a family of four would need an income below $42,350. The provision of TIF ensures moderate income families can occupy an apartment that otherwise would be priced above their ability to pay.

The Developer has consented to the terms of the two agreements and has returned executed copies prior to City Council consideration as per City policy.

DESIGN APPROVAL - The terms of the Purchase Agreement require City Council consent to the site plan, floor plans, building design and exterior building materials.

The submittals are included in the "Exhibit B" improvements within the Development Agreements and are substantially similar to the materials reviewed by the City Council in July when the Purchase Agreement was executed.

The building elevations indicate the proposed exterior finish would include a cultured stone foundation. The façades would be predominately finished with a horizontal lap siding. Board and baton siding would be installed to provide accent and contrast. An artist's rendering of the structure is included showing the scale of the structure and the proposed exterior finish.

Approval of the development agreement, Tax Increment Financing agreement and project design is recommended.

FISCAL IMPACT:

St. Peter Land, LLC would pay the City $33,811.16 in various fees as per the terms of the Development Agreement. St. Peter Investors, LLC would be reimbursed up to a maximum of $2,100,000 in increments to reimburse them for eligible development expenses.

ALTERNATIVES/VARIATIONS:
Do not act: Staff will await further City Council direction.
Negative Votes: The Developer would be notified of the City Council's rejection.
Modification of the Resolution: This is always an option of the Council but any changes would need to be acceptable to SPL and St. Peter Investors.

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SAINT PETER, MINNESOTA

AND

ST. PETER'S INVESTORS, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
Professional Association
2200 IDS Center, 80 South 8th Street
Minneapolis, Minnesota 55402

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EXHIBIT C Site Improvements C-1
EXHIBIT D Compliance Certificate D-1

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of October, 2020, by and between the City of Saint Peter, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and St. Peter's Investors, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Municipal Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing District 1-20 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Development Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Saint Peter, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Nicollet County, Minnesota;

Developer means the St. Peter's Investors, LLC and its successors and assigns;

Development District means the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection review and analysis of the development proposed under this Agreement with the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2023, and each February 1 and August 1 of each year thereafter to and including February 1, 2038; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the acquisition, construction and equipping of 66 multifamily rental units on the Development Property in the City;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District 1-20, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on June 13, 2016, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2038, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (St. Peter's Investors, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representation of the Developer set forth in Section 3.4 below, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property, construction costs of the Project, and the construction of Site Improvements, incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety or nuisance problems which may arise in connection with the construction and operation of the Project.

(7) Construction shall begin by November 1, 2020 and the construction of the Project will be substantially completed on or before December 31, 2021, subject to Unavoidable Delays.

(8) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property, the construction costs of the Project, and the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property and Site Improvements. The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of acquiring the Development Property, construction costs of the Project, and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) $2,100,000, or (b) the actual costs of acquisition of the Development Property, construction costs of the Project, and construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for the costs of the acquisition of the Development Property, construction costs of the Project, and the construction of the Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (i) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and that the Developer has incurred and paid all costs of the acquisition of the Development Property, as described in and limited by Section 3.1, and (2) and shall have submitted paid invoices for the costs of construction of the Site Improvements and Project and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(3) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(b) hereof.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Compliance with Low and Moderate Income Requirements.

(a) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(b) On or before each January 1 and July 1, commencing on July 1, 2023, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six (6) months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each of qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In

determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Development Property. The City has proposed to sell the Developer the Development Property in accordance with the Purchase Agreement prepared by the City attorney.

Section 3.6 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the market value as determined by the Nicollet County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.7 Legal and Administrative Expenses. The Developer shall reimburse the City for its actual out of pocket Legal and Administrative Expenses.

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property.

(b) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(c) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(e) If the Developer shall

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(a) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement and the TIF Note.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V.

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer in the City within sixty (60) days after the date when such option to terminate my first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note.

ARTICLE VI.

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing project and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

St. Peter's Investors, LLC
Attn: David Pokorney
2970 Chaska Boulevard
Chaska, MN 55318

(b) in the case of the City is addressed to or delivered personally to the City at:

City of Saint Peter, Minnesota
Saint Peter City Hall
Attn: City Administrator
227 South Front Street
Saint Peter, Minnesota 56082

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Transfer of Project; Assignability of Agreement and TIF Note. The Developer shall not transfer the Project or assign this Agreement and the TIF Note without obtaining the prior consent of the City, which shall not be unreasonably withheld or conditioned.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has executed this Agreement in its names and on its behalf, on or as of the date first above written.

CITY OF SAINT PETER, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Saint Peter and St. Peter's Investors, LLC.

ST. PETER'S INVESTORS, LLC

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of Saint Peter and St. Peter's Investors, LLC.

EXHIBIT A

Description of Development Property

The legal description or parcel identification number(s) of development property, located in the City of Saint Peter, Nicollet County, Minnesota are as follows:

Lot 1, Block 1 North Traverse Green Subdivision

EXHIBIT B

Form of TIF Note

No. R-1 $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF NICOLLET
CITY OF SAINT PETER

TAX INCREMENT REVENUE NOTE
(ST. PETER'S INVESTORS, LLC PROJECT)

The City of Saint Peter, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to St. Peter's Investors, LLC, a Minnesota limited partnership, individually (the "Developer" or the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $2,100,000 as provided in that certain Development Agreement, dated as of October 1, 2020, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable on August 1, 2023, and on each February 1 and August 1 thereafter to and including February 1, 2038, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") derived from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District 1-20 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which

the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Saint Peter, Minnesota and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and

manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Saint Peter, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 201__.

_____	_____
Administrator	Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND THE PAYMENT OF THE COST OF THE PROJECT AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of St. Peter's Investors, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
St. Peter's Investors, LLC Attn: David Pokorney 2970 Chaska Boulevard Chaska, MN 55318	_____	_____
_____ _____ _____	_____	_____
_____ _____ _____	_____	_____
_____ _____ _____	_____	_____

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking

EXHIBIT D

COMPLIANCE CERTIFICATE

The undersigned St. Peter's Investors, LLC, does hereby certify that as of the date of this Certificate and for the previous six (6) months prior to the execution of this Certificate not less than 20% of the residential units in the St. Peter's Investors, LLC Project located at _____ in Saint Peter, Minnesota (the "Project") were occupied by individuals whose income is 50% or less of the Nicollet County median income.

Dated this ____ day of _____, 202___.

ST. PETER'S INVESTORS, LLC

By

_____

Its

_____
_____
_____
_____
_____
_____

[Attach income verification required by Section 3.4.]

CITY OF SAINT PETER

AND

ST. PETER LAND, LLC

DEVELOPMENT AGREEMENT
NORTH TRAVERSE GREEN SUBDIVISION

THIS AGREEMENT, Made and entered into this 28TH day of September, 2020, by and between the City of Saint Peter, a municipal corporation organized under the laws of the State of Minnesota, hereinafter called "City" and St. Peter Land, LLC, a Minnesota limited liability company, hereafter called "Developer".

WITNESSETH that:

WHEREAS, the Developer has made application to the City Council for approval of a plat of land within the corporate limits of the City described as follows: North Traverse Green Subdivision hereafter called the "Subdivision" and legally described on Exhibit A; and

WHEREAS, the Developer is proposing to construct a development that will accommodate the construction of duplex and multiple family residential dwellings within the Subdivision; and

WHEREAS, on the 28th day of September, 2020, the City Council granted approval to the Subdivision on the condition that the Developer enters into this Agreement to provide for the installation of streets, water, sewer, stormwater and other improvements as described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

I. **Improvements:** In accordance with the policies and ordinances of the City, the public improvements (hereinafter collectively called the "Improvements") shall be constructed and installed on the terms and conditions set forth in the construction plans included as Exhibit "B".

II. **Warranty of Developer:** The lands subject to the plats are currently owned by the City of Saint Peter. The Developer has entered in to a Purchase Agreement with the City and will take ownership of the easterly 12.9 acres of the development property subject to acceptance of the plats. The City has consented to the submission of the plats by the Developer. The Developer warrants that it will obtain executed consents to this Agreement from any and all lien holders.

III. **Conditions of Final Plat Approval:** The Developer shall prepare the preliminary and final plats at the Developer's expense. The City agrees to approve the final plat contingent upon the addition of easements to provide satisfactory access for the maintenance, repair, and replacement of public utilities on Lot 1, Block 1 of the plat and on the condition that the Developer enters into this Agreement and furnishes the security and other documentation of performance required herein.

IV. **Designation of Improvements:** Improvements to be installed at Developer's expense as provided herein are hereinafter referred to as the "Exhibit 'B' Improvements."

VI. **Exhibit "B" Improvements**:

A) **Construction Plan and Approval Thereof:** The Developer will engage, at Developer's expense an Engineer to prepare detailed plans and specifications for complete installation of all Exhibit "B" Improvements, in accordance with City standards. Developer agrees to submit said plans and specifications to the City accompanied by lists of the quantities of construction items, and estimates of their costs for approval by the Public Works Director and City Engineer prior to the start of construction of any improvements.

B) **Developer Expenses:** The Developer will construct and install at Developer's expense the Exhibit "B" Improvements as approved by the city and identified in Exhibit "B". Unless otherwise provided for in this agreement, the Developer agrees that all costs for all Exhibit "B" Improvements and final street improvements shall be the sole responsibility of the Developer.

The Developer shall also be responsible for securing and financing the cost of all applicable City, State and/or Federal permits required as a result of the development.

C) **Contractor:** The Developer shall engage a licensed contractor to construct the Exhibit "B" Improvements. The Director of Public Works shall approve said contractor prior to the commencement of the proposed construction. Developer may appeal the determination of the Director of Public Works to the City Administrator.

The City reserves the right to require evidence of competency and adequate financial status of any such contractor, together with such other requirements as may be imposed by law or ordinance.

D) **Paved Driveways:** If building permits are issued based on the above conditions, no permanent paved driveway will be permitted until the street construction (curb, gutter, and paving) has been completed.

E) **Inspection Costs:** The Developer agrees to pay the City the City's actual inspection cost of the Exhibit B improvements. The City shall bill the Developer on a monthly basis for these costs

F) **Attorney/Legal:** A maximum of $2,000 will be charged by the City for legal expenses incurred in connection with the approval, review, construction and development of the Subdivision.

G) **Construction of Improvements:**

1) **Completion Date:** Weather permitting, all Exhibit "B" Improvements shall be completed not later than December 31, 2021.

2) **Construction:** The construction, installation, materials, and equipment shall be in accordance with the approved plans to City standards and specifications and current City utility policy.

3) **Easements:** The Developer shall dedicate to the City, at no cost to the City, all permanent or temporary easements necessary for the installation and perpetual maintenance of said Exhibit "B" Improvements.

H) **Insurance:** The Developer shall cause each person with whom Developer contracts for the construction and installation of any Exhibit "B" Improvements to furnish the City with evidence of complete insurance coverage, including but not limited to worker's compensation insurance, liability and property damage insurance in amounts acceptable to the City.

I) **Faithful Performance of Construction Contracts and Bond:** The Developer will fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all Exhibit "B" Improvements and hereby guarantees the workmanship and materials for a period of one (1) year following the City Council's final acceptance of the Exhibit "B" Improvements.

J) **As-Built Drawings:** Within 90 days after completion of said Exhibit "B" Improvements, the Developer shall supply the City with a complete set of "As-Built" plans in both paper and electronic forms.

VII. **Sanitary Sewer Service Lines:** Developer acknowledges that all structures in the Subdivision shall be required to connect to City sanitary sewer prior to occupancy. Developer and City acknowledge that the sanitary sewer service line for any residence shall be installed by a licensed installer, and that the owner of said residence is financially responsible for such installations. Developer agrees that all sanitary sewer

service lines shall be installed in such a manner that each structure shall have a separate sewer service line connected to the City sanitary sewer main, and that sanitary sewer service lines shall not cross lot lines.

VIII. **Water Service Lines:** All residences in the Subdivision shall be required to connect to the City water supply prior to occupancy. Developer and City acknowledge that the water service line shall be installed by a licensed installer, and that the owner is responsible for the cost of the installation. Developer agrees that water service lines shall be installed in such a manner that each structure shall have a separate water service line connected to the City water main, and that water service lines shall not cross lot lines.

IX. **Erosion Control:** Developer agrees to take erosion control measures during grading of the site and construction of the street and other improvements, as indicated on the grading and erosion control plan submitted to the City.

The Developer will provide a Stormwater Pollution Prevention Plan which is acceptable to the City. The Developer will obtain the proper permit for land disturbing activities through the City and the Minnesota Pollution Control Agency that assures local and state compliance.

X. **Improvements Prior to Occupancy:** The Developer shall install a drivable street with at least one lift of bituminous, curb and gutter, and connections of sanitary sewer and water prior to requesting a certificate of occupancy for any residential dwelling within the project.

XI. **Clark Street Improvements:** The City of Saint Peter will provide for the design, engineering, bidding and financing of the construction of an extension of Clark Street from Nicollet Avenue (C.S.A.H. #20) to serve the development. The installation of Clark Street shall be initially constructed to extend to the westerly line of what will be platted as Lot 7, Block 1, North Traverse Green Subdivision.

The developer will be assessed for one-half (1/2) of the costs to construct the Clark Street extension and for the public utilities installed to serve the subdivision. As additional phases of the subdivision are patted for construction, Clark Street will be extended as appropriate and additional assessments will be incurred by the Developer.

In lieu of the dedication of lands for the right-of-way of the Clark Street extension, the Developer shall pay to the City a total of $9,041.00 to account for its proportional share of the 984.58 linear feet of the future Clark Street right-of-way which abuts their property

XII. **Future Cullen Street Extension:** As additional phases of the subdivision are undertaken, Cullen Street will be constructed and extended from the current Traverse Green Subdivision to serve the North Traverse Green Subdivision.

At the time that the Cullen Street extension is constructed, the Developer will be assessed for one-half (1/2) of the cost to construct the Cullen Street extension and for the public utilities installed to serve the subdivision.

In lieu of the dedication of lands for the right-of-way of the future Cullen Street extension, the Developer shall pay the City a total of $5,160 to account for its proportional share of the 562 linear feet of the future Cullen Street right-of-way which abuts their property.

XIII. **Sanitary Sewer Main Extension:** The City acknowledges that it has committed to the extension of the sanitary sewer main from its current terminus at Warren Park (Standard Lumber Subdivision) in a westerly direction to serve the CADG development. The Developer shall not incur any assessment for the installation of the sanitary sewer main until such time as it would be located within the Clark Street right-of-way lying west of the Nicollet Avenue (C.S.A.H. #20) right-of-way.

The City further commits that the sanitary sewer extension shall be installed and operational prior to the anticipated October 2021 project completion date in anticipation of occupancy.

XIV. **Ownership of Improvements:** Upon completion of the work and construction required by this Agreement, and following the City Council's acceptance of the project, the improvements lying within the public right-of-way and all municipal utilities within easements shall become City property without further notice or action.

XV. **Regional Stormwater Improvements.** The Developer shall pay $11,718.16 to the City of Saint Peter for the deferred costs associated with the development, acquisition and construction of the regional stormwater pond (Clark Street Basin) benefiting the development property. All stormwater drainage from the development will be allowed to discharge to the Clark Street Basin and no additional ponding is required on the development property.

The Developer agrees to pay a fee of $2,386.59 per acre as additional phases of the subdivision are platted to accommodate construction.

XVI. **Parkland Dedication:** Developer and City agree that the parkland dedication requirement will be a cash payment equal to the fair market value of 0.5892 acres of land. The parkland dedication fee of $5,892.00 shall be due upon execution of this Agreement and the plat. As additional phases of the development are undertaken, additional parkland dedication fees will be due and payable.

XVII. **Congregate Mail Boxes**: As per direction from the Saint Peter Post Office, the congregate mail boxes must be accessible to U.S. Postal Service carriers in a manner which does not necessitate the use of a key to open a locked access or door to deliver the mail.

XVIII. **General**:

A) **Binding Effect:** The terms and the provisions hereof shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the subdivision and shall be deemed covenants running with the land. Reference herein to Developer, if there be more than one, shall mean each and all of them. This Agreement shall be placed on record so as to give notice to subsequent purchasers and encumbrances of all or any part of the subdivision and all recording fees shall be paid by the Developer. Upon the filing of a release from the City, all agreements contained herein shall thereafter be inapplicable to any property covered by said release.

B) **Notices:** Any notices permitted or required to be given or made pursuant to this Agreement shall be delivered personally or mailed by United States Mail to the addresses hereinafter set forth by certified or registered mail. Such notices, demand or payment shall be deemed timely given or made when delivered personally or when deposited in the United States Mail in accordance with the above. Addresses of the parties hereto are as follows:

If to the City:
City of Saint Peter
Attn: City Administrator
227 South Front Street
Saint Peter, MN 56082

If to the Developer:
St. Peter Land, LLC..
Attn: David Pokorney
1110 Yellow Brick Road
Chaska, MN 55318

C) **Final Plat Approval:** The City has agreed to give final approval to the plat of subdivision upon execution and delivery of this Agreement and all required petitions, bonds and securities; and fulfillment of all other conditions required by the City within the time required by the City.

D) **Incorporation by Reference:** All General and Special Condition Plans, special provisions, proposals, specifications and contract for the Improvements furnished and let pursuant to this Agreement by reference as fully as if set out herein in full.

XIX. **Indemnification:** The Developer shall hold the City and its officers, agents and employees harmless from claims made by the Developer and third parties for damage sustained or alleged to be sustained, or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or claims, including attorney's fees.

XX. **Default:** The Developer shall reimburse the City for costs paid or incurred in the enforcement of this Agreement, including engineering and attorney's fees.

In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may at its option, perform the work and the Developer shall promptly reimburse the city for any expense incurred by the city, provided the Developer is first given notice of the work in default and has not cured said default within a reasonable amount of time which shall not exceed 30 days. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part to the Development property.

XXI. Miscellaneous:

A) Third parties shall have no recourse against the City or Developer under this Agreement.

B) Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to and owned by third parties.

C) If any portion, section, subsection, sentence, clause, paragraph or phrase of this agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

D) If building permits are issued prior to completion and acceptance of public improvements, the Developer assumes all liability and costs resulting from delays in completion of public improvements and damage to public improvements caused by the Developer, its contractors, subcontractors, material persons, employees, agents or third parties.

E) The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F) This Agreement shall run with the land and may be recorded against the title to the property. After the Developer has completed the work required of it under this Agreement as to any lot or the entire Development, at the Developer's request the City will execute and deliver to the Developer a full or partial release, whichever is applicable.

G) Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City. Any such right, power or remedy may be exercised from time to time as often and in such order as may be deemed expedient at any time thereafter any other right, power or remedy.

H) The Developer may not assign this Agreement without the written permission of the City Council.

IN WITNESS WHEREOF, the City and Developer have caused this agreement to be duly executed on the day and year first above written.

CITY OF SAINT PETER:

_____
Charles Zieman
Mayor

_____
Todd Prafke
City Administrator

ST. PETER LAND, LLC:

_____
Brad Kerber
Managing Partner

STATE OF MINNESOTA)
)SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Charles Zieman and Todd Prafke, the Mayor and City Administrator, respectively, of the City of Saint Peter, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Brad Kerber the Managing Partner of St. Peter Land, LLC, a Minnesota limited liability company behalf of the limited liability company.

_____
Notary Public

This instrument drafted by:

Community Development Director
City of Saint Peter
227 South Front Street
Saint Peter, MN 56082

EXHIBIT A

Outlot D, Traverse Green Subdivision, City of Saint Peter, Nicollet County, Minnesota.

EXHIBIT "B"

IMPROVEMENTS

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 08/24/2020 (REVISED)

STANDARD NOTES & SPECIFICATIONS

NOTE: CONSTRUCTION OF ALL UNITS SHALL BE NEW PER THE CITY STANDARDS AND SPECIFICATIONS AND COORDINATED WITH THE CITY OF ST PETER

GENERAL REQUIREMENTS

SITE PREPARATION

EXCAVATION

EMBANKMENT

SUBGRADE PREPARATION

SEEDING

SODDING

EROSION CONTROL

TRENCHING

BACKFILL

TRENCHLESS INSTALLATION

TESTING

UNDERGROUND UTILITIES

SANITARY SEWER

WATERMAIN

STORM SEWER

CONCRETE PAVEMENT

BITUMINOUS PAVEMENT

CONCRETE CURB AND GUTTER

CONCRETE SIDEWALK AND TRAIL

BITUMINOUS SIDEWALK AND TRAIL

PAVEMENT MARKING

TRAFFIC SIGNS

TRAFFIC SIGNAL

LIGHTING

TREES

SHRUBS

PLANTING

CONTRACTOR CLEANUP

CONTRACTOR GUARANTEE

CONTRACTOR CLEANUP

CONCRETE CURB AND GUTTER

CONCRETE SIDEWALK AND TRAIL

BITUMINOUS SIDEWALK AND TRAIL

PAVEMENT MARKING

TRAFFIC SIGNS

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PAVEMENT MARKING

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CONCRETE CURB AND GUTTER

CONCRETE SIDEWALK AND TRAIL

BITUMINOUS SIDEWALK AND TRAIL

PAVEMENT MARKING

TRAFFIC SIGNS

TRAFFIC SIGNAL

LIGHTING

TREES

SHRUBS

PLANTING

CONTRACTOR CLEANUP

CONTRACTOR GUARANTEE

CIVIL SHEET INDEX

C1 ..... STANDARD NOTES & SPECIFICATIONS
C2 - C3 ..... STANDARD DETAILS
C4 ..... GRADING PLAN
C5 ..... SWPPP - NOTES
C6 ..... SWPPP - PLAN VIEW
C7 ..... UTILITY & PAVING PLAN

STANDARD NOTES & SPECIFICATIONS

REVISIONS			
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

Brian J. Schultz, PE

Date: 08/24/2020

License No.: 43329

SCHULTZ ENGINEERING & SITE DESIGN

10 South Riverside Avenue
Suite 100
Bethel, MN 55377

Ph: (320) 255-0050
Fax: (320) 255-0060
schultzengineering@mac.com

www.schultzengineeringandsitedesign.com

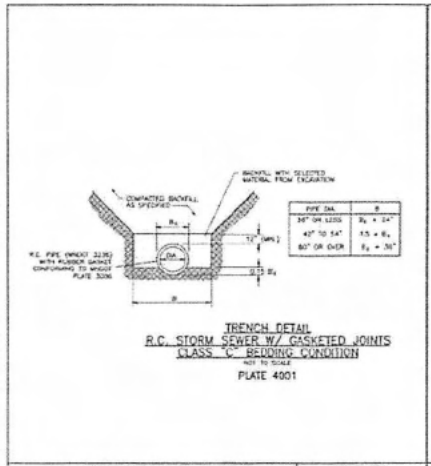
NORTH TRAVERSE GREEN
66-UNIT APARTMENTS

ST. PETER, MINNESOTA

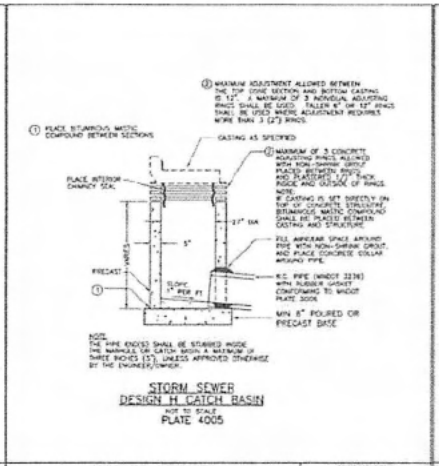
PROJECT NUMBER: 20030

C1 OF 7

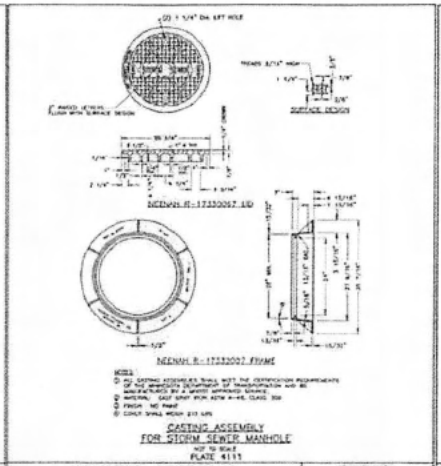
20030Cover.dwg



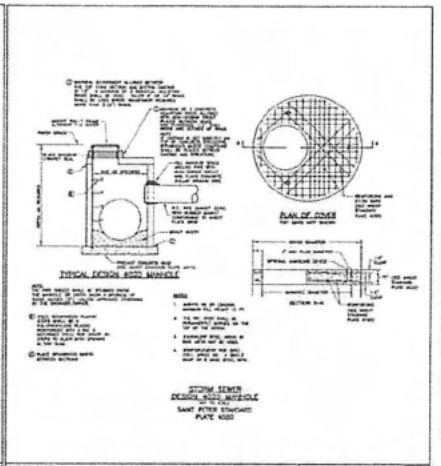
RC PIPE TRENCH DETAIL CLASS "C"	STANDARD DETAIL PLATE NO 4001
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 13, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON FEBRUARY 26, 2007	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



STORM SEWER DESIGN H CATCH BASIN	STANDARD DETAIL PLATE NO 4005
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON FEBRUARY 26, 2007	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



CASTING ASSEMBLY FOR STORM SEWER MANHOLE	STANDARD DETAIL PLATE NO 4111
APPROVED: ADOPTED BY CITY COUNCIL ON MARCH 10, 2008	
REVISED:	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



STORM SEWER DESIGN 4020 MANHOLE	STANDARD DETAIL PLATE NO 4020
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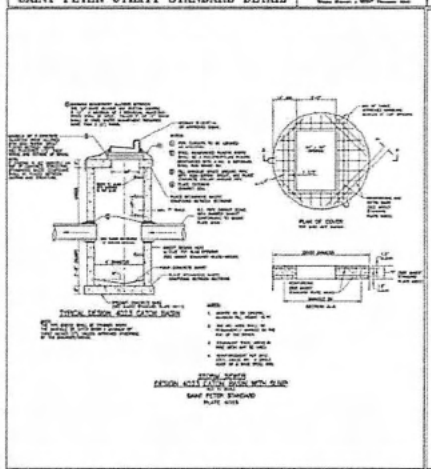
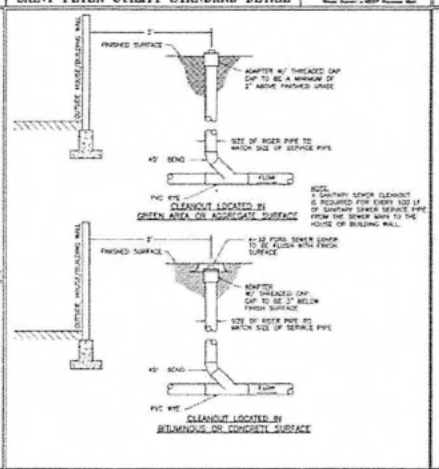
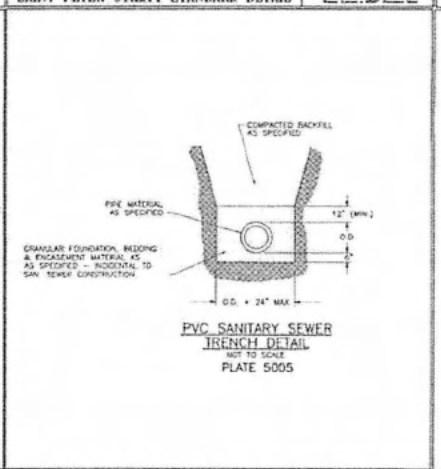
REVISED: REVISION ADOPTED BY CITY COUNCIL ON AUGUST 8, 2011	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



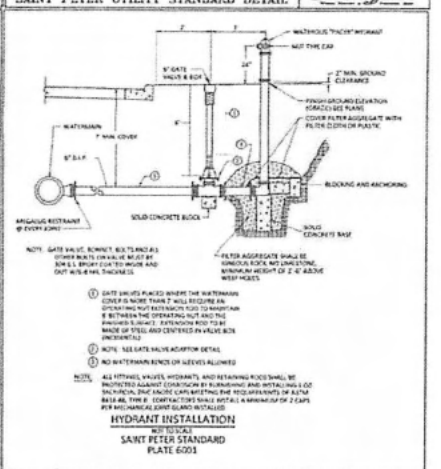
STORM SEWER DESIGN 4023 CATCH BASIN WITH SUMP	STANDARD DETAIL PLATE NO 4023
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON AUGUST 8, 2011	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



SANITARY SEWER CLEANOUT	STANDARD DETAIL PLATE NO 5004
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON AUGUST 8, 2011	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



PVC SANITARY SEWER TRENCH DETAIL	STANDARD DETAIL PLATE NO 5005
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED:	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter



HYDRANT INSTALLATION	STANDARD DETAIL PLATE NO 6001
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON APRIL 24, 2006	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	City of Saint Peter

STANDARD DETAILS

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 09-24-2020 (REVISED)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

Brian J. Schultz, P.E.

Date: 10/01/2020

License No. 43724

SCHULTZ ENGINEERING & SITE DESIGN

18 South Riverside Avenue
Suite 200
Belle Plaine, MN 56011

Ph: (320) 339-0669
Fx: (866) 833-1600
info@schultzengineering.com
www.schultzengineering.com

REVISIONS		
NO	DATE	DESCRIPTION
1		
2		
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4		

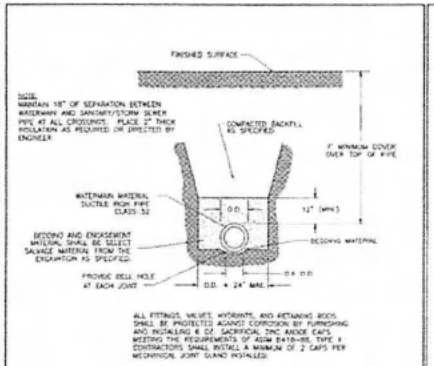
NORTH TRAVERSE GREEN
66-UNIT APARTMENTS

ST. PETER, MINNESOTA

PROJECT NUMBER: 20030

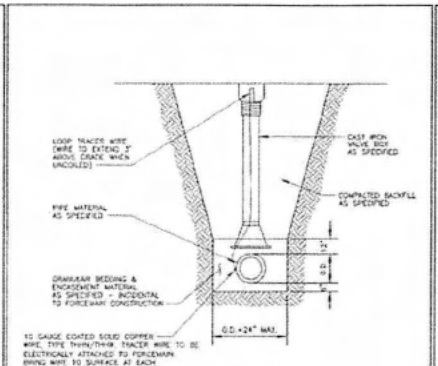
2005SDetail.1.dwg

67



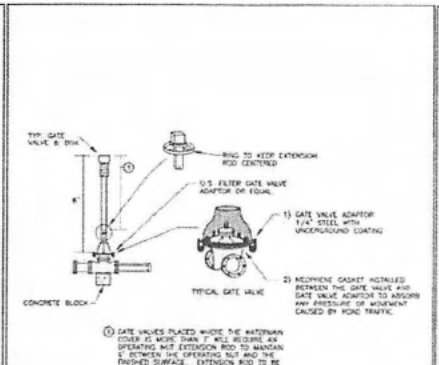
DUCTILE IRON WATERMAIN TRENCH DETAIL
NOT TO SCALE
SAINT PETER STANDARD PLATE 6007

DUCTILE IRON WATERMAIN TRENCH DETAIL	STANDARD DETAIL PLATE NO 6007
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON AUGUST 8, 2011	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	CITY OF Saint Peter



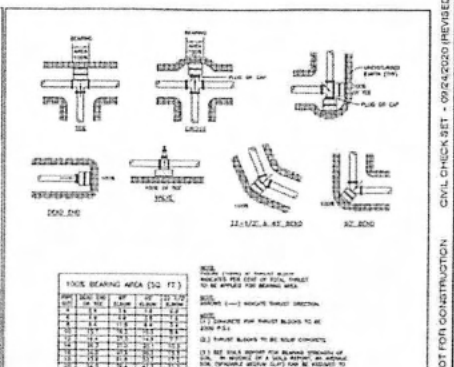
TRACER WIRE RISER
NOT TO SCALE
PLATE 6012

TRACER WIRE RISER	STANDARD DETAIL PLATE NO 6012
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON DECEMBER 12, 2005	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	CITY OF Saint Peter



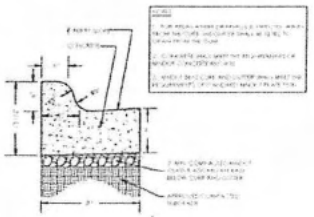
GATE VALVE ADAPTER
NOT TO SCALE
PLATE 6013

GATE VALVE ADAPTER	STANDARD DETAIL PLATE NO 6013
APPROVED: ADOPTED BY CITY COUNCIL ON JANUARY 12, 2004	
REVISED: REVISION ADOPTED BY CITY COUNCIL ON DECEMBER 12, 2005	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	CITY OF Saint Peter

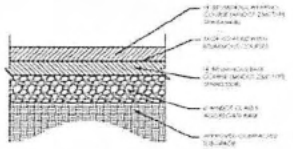


THRUST BLOCKS FOR WATERMAIN / FORCEMAIN
NOT TO SCALE
PLATE 6023

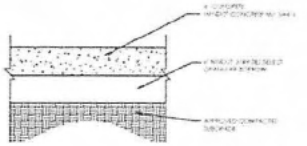
THRUST BLOCKS FOR WATERMAIN / FORCEMAIN	STANDARD DETAIL PLATE NO 6023
APPROVED: ADOPTED BY CITY COUNCIL ON DECEMBER 12, 2005	
REVISED:	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	CITY OF Saint Peter



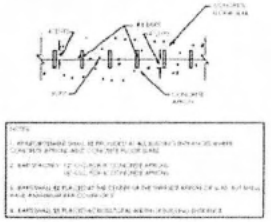
1 CURB & GUTTER (MNDOT B612)



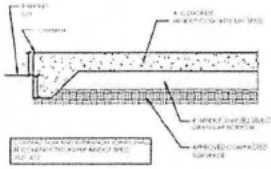
2 BITUMINOUS PAVEMENT SECTION



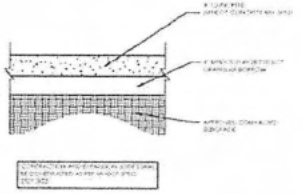
3 CONCRETE APRON/PAVEMENT SECTION



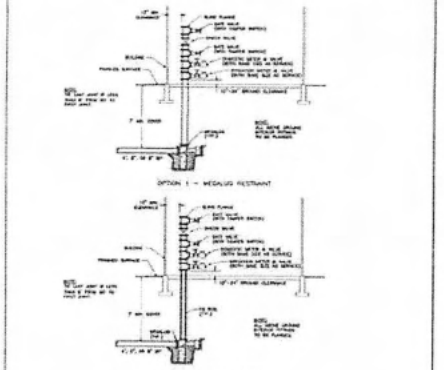
4 APRON/FLOOR SLAB JOINT REINFORCEMENT



5 THICKENED EDGE SIDEWALK



6 CONCRETE SIDEWALK SECTION



DUCTILE IRON PIPE WATER SERVICE INTO BUILDING - (DUAL METER) WITH FIRE PROTECTION
NOT TO SCALE
PLATE 6025

DUCTILE IRON PIPE WATER SERVICE INTO BUILDING - (DUAL METER) WITH FIRE PROTECTION	STANDARD DETAIL PLATE NO 6025
APPROVED: ADOPTED BY CITY COUNCIL ON MARCH 10, 2008	
REVISED:	
REMARKS:	
SAINT PETER UTILITY STANDARD DETAIL	CITY OF Saint Peter

STANDARD DETAILS

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 09/24/2020 (REVISED)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Brian J. Schultz, PE
Date: 09/24/2020
License No. 43179

SCHULTZ ENGINEERING & SITE DESIGN
18 South Riverside Avenue
Suite 200
Saint Peter, MN 56077
Ph. (507) 935-0619
Fax (866) 633-1630
www.schultzengineeringdesign.com
info@schultzengineeringdesign.com

REVISIONS		
NO.	DATE	DESCRIPTION
1		
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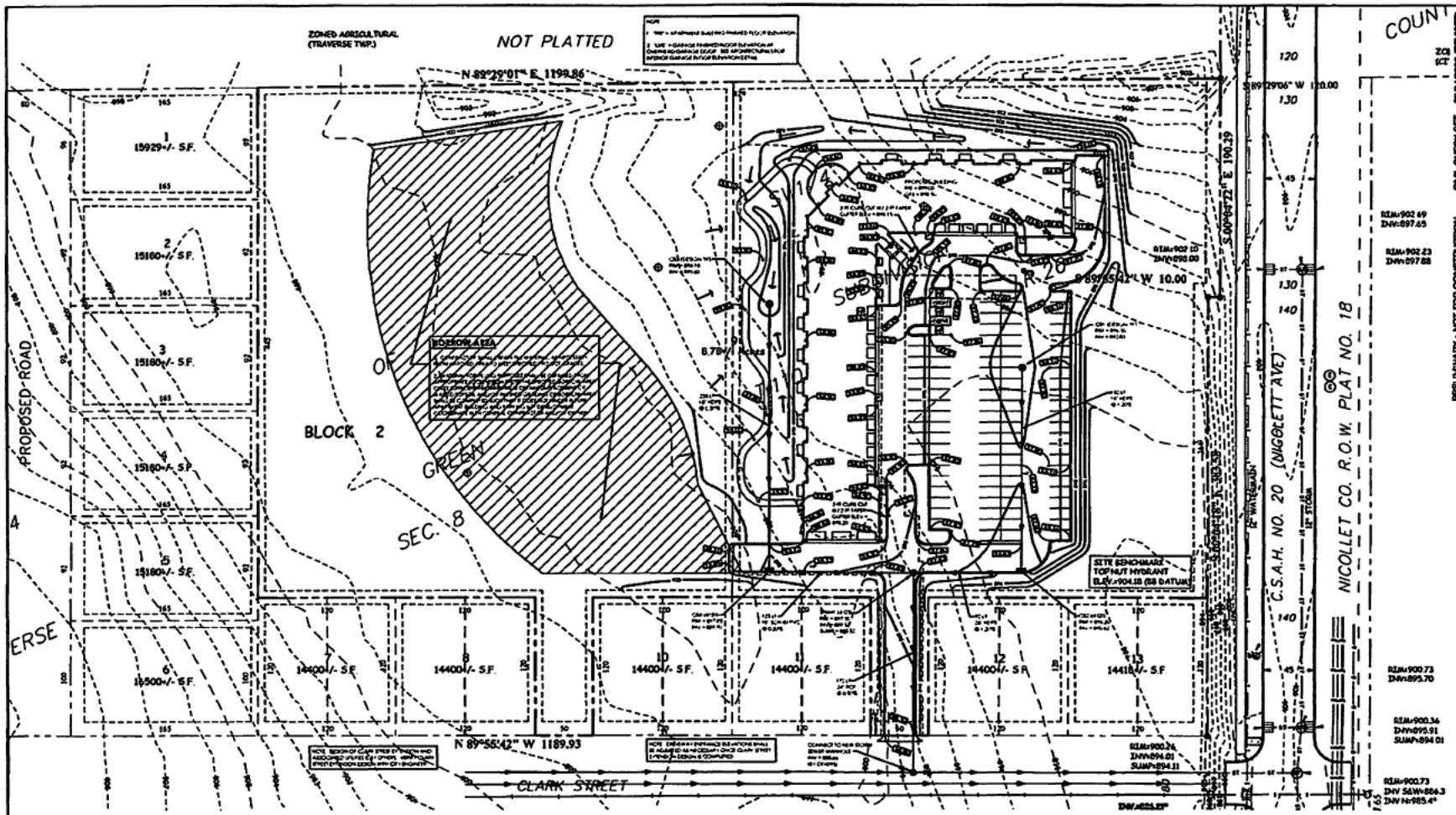
NORTH TRAVERSE GREEN
66-UNIT APARTMENTS
ST. PETER, MINNESOTA

PROJECT NUMBER: 20030

20030details3.dwg



GRADING NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS, AND PIPE AND INVERT ELEVATIONS OF EXISTING DRAINAGE AND SANITARY STRUCTURES LOCATIONS AND SIZE OF EXISTING SANITARY SEWER AND STORM SEWER PIPES, AND EXISTING GRADES SHALL ALSO BE VERIFIED.
2. EXISTING TOPOGRAPHICAL INFORMATION IS OBTAINED FROM A TOPOGRAPHICAL SURVEY COMPLETED BY CHANALLE & MCNAMARA SURVEY INC. (612) 929-1 SURVEY DATED [illegible]
3. BENCHMARK: TOP NUT OF HYDRANT LOCATED ON THE WEST SIDE OF NICOLLET AVE. NEAR SOUTHEAST CORNER OF SITE (SEE PLAN). ELEV.= [illegible] (NAVD DATUM)
4. NOTE: ENGINEER WAS NOTIFIED IF ANY INCONSISTENCIES ARE ENCOUNTERED BETWEEN A TRUE SITE SURVEY PLAN AND WHAT IS SHOWN ON THE PLANS, WHICH ARE SUMMARIZED ENOUGH TO ENTER THE INTENT OF THE DRAWINGS.
5. IF REQUIRED BY THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, THE OWNER OR CONTRACTOR SHALL OBTAIN A PLUMBING PERMIT PRIOR TO THE INSTALLATION OF ANY STORM SEWER UTILITIES.
6. THE CONTRACTOR SHALL CONTACT GOPHER ONE CALL AT (651) 454-0002 FOR A LOCATE OF EXISTING UTILITIES AND VERIFY LOCATIONS OF UTILITIES BEFORE BEGINNING WORK.
7. SEE SHEETS C2 - C3 FOR STANDARD DETAILS
8. ALL LENGTHS OF STORM SEWER OR CULVERT PIPE SPECIFIED ON THIS PLAN INCLUDE THE LENGTHS OF ANY ASSOCIATED FLARED END SECTIONS
9. TRASH GUARDS SHALL BE INSTALLED ON ALL STORM SEWER END SECTIONS
10. FINISHED ELEVATIONS OF LANDSCAPED AREAS ADJACENT TO BUILDINGS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR OR TOP OF BLOCK ELEVATION.
11. CONTRACTOR SHALL PERFORM FINAL GRADING TO EXISTING GRADES. CONTRACTOR SHALL BE BASED ON EXPANSION CALCULATIONS COMPLETED BY THE CONTRACTOR.
12. SPOT ELEVATIONS ARE FLOW LINE ANGLE, FINISHED GRADES UNLESS OTHERWISE INDICATED. TOP OF CURB ELEVATIONS ARE 6" ABOVE THE FLOW LINE SPOT ELEVATION SHOWN ON THE PLANS, UNLESS IN FIELD OTHERWISE.
13. "SV" DENOTES EXISTING SPOT ELEVATIONS. "SP" DENOTES PROPOSED.
14. ALL PROPOSED ELEVATIONS ARE TOP OF PAVING OR GUTTER UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TO INLETS, CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS WHICH WILL PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.

NOTE: CADD FILES FOR EXISTING SURVEY QUANTITIES ARE AVAILABLE TO CONTRACTORS FOR PREPARING BIDS, IN ORDER TO RECEIVE THE CADD FILES, THE CONTRACTOR SHALL NEED TO SIGN A HOLD HARMLESS AGREEMENT PROVIDED BY SCHULTZ ENGINEERING & SITE DESIGN, AND AGREE TO PAY A $50 PROCESSING FEE. THE CADD FILES WILL BE PRESENTED UPON RECEIPT OF THE CHECK.

GRADING PLAN

0 40 80 160

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 08/24/2020 (REVISED)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Name: S. Schultz, PE
License No.: 43319
Date: 08/24/2020

SCHULTZ ENGINEERING & SITE DESIGN
18 South Riverside Avenue, Suite 200, Stillwater, MN 55082
Ph: (203) 330-0068
Fx: (866) 833-1880
www.schultzengineeringsitedesign.com

REVISIONS		
NO.	DATE	DESCRIPTION
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2		
3		
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NORTH TRAVERSE GREEN
66-UNIT APARTMENTS
ST. PETER, MINNESOTA

PROJECT NUMBER: 20030
SCALE: 1"=40'

C4 OF 7

69

PROJECT INFORMATION

Project Description

The project will consist of the construction of a new apartment building with an approximate footprint of 16,200 ft². In addition, parking lot and driveway work will be added. Storm water management to the project will consist of an underground infiltration basin.

Disturbed Area Calculation for Site Footprint

Anticipated Disturbed Area	35,000 ft² *
Existing Impervious Area	0.0 acres
Proposed Impervious Area	2.0 acres
Net Impervious Area Increase	2.0 acres

* Includes pavement removal, grading, and other disturbance.

Permanent Site Stabilization

Site drainage will be carried to a deep infiltration basin. Turfed, vegetated, and stabilized. The MPCA Infiltration Guidelines will be followed in the project's infiltration management design, and a maintenance plan will be developed.

Impacted Waters

The following water bodies within one mile of the site will receive runoff from the project, and are within 1 mile of the project site:

Surface Water	Type of Surface Water	Impaired Water	Special Water	MDNR Approved TMDL for Impaired Water	Comments
Downstream Regional Basin	Basin	Yes	No		

SEDIMENT AND OTHER POLLUTANTS

The SWPPP has been designed in order to provide erosion and sediment control of both dry and wet areas of the site for small, frequent, and critical storms. Although the SWPPP does address pollution prevention of other non-sediment materials, it is assumed that these materials will consist of debris from construction and pavement to be swept, stored, or disposed of properly on site. Fuel, oils, grease, etc. are not to be on site during construction.

There are no known soil contaminants. Chemical and material storage areas will be designed during construction, the SWPPP Coordinator will be informed within reasonable time of any changes to the Engineer. The SWPPP will then be revised to address the potential of these areas and practices.

EROSION PREVENTION AND SEDIMENT CONTROL RESPONSIBILITY

SWPPP Design, Supervision, and Construction

Design Engineer	Sherry Schultz, PE
Training Course	Design of SWPPP Report
Training Date	University of Minnesota
Instructor	John Chapman
Dates of Training Course	March 1, 2007
Total Training Hours	7.0

* Design of SWPPP is a consultation in some of the duties for a person of an area. The Engineer is responsible for the Design of SWPPP. Current and required is a 2-3 Certification document which is on file at the Engineer's office and a copy will be provided upon request.

SWPPP Coordinator and Qualifications

The Contractor shall provide an individual who shall serve as the SWPPP Coordinator for the project. The SWPPP Coordinator shall oversee the implementation of the SWPPP, as well as the necessary inspections, and the proper erosion prevention and sediment control both. The SWPPP Coordinator shall also oversee the installation, maintenance, and repair of the BMPs, to be completed in any compliance with the SWPPP. The SWPPP Coordinator shall be responsible for the items listed above during the period from the start of the project, to the completed removal of final stabilization. During the period, the SWPPP Coordinator or their designee, qualified to have authority representation, shall be available for on-site inspection within 72 hours upon request by the MPCA.

If at all times the Contractor's responsibility to complete the tasks listed above, which will identify the SWPPP Coordinator and the qualifications. The person shall acknowledge that he/she has been assigned to serve as the SWPPP Coordinator and will be overseeing the duties listed in this section by signing the space below. The person that the SWPPP will not be considered complete if the table remains not filled in.

*Typically, the majority of the SWPPP Coordinator's minimum and the project's overall. The SWPPP Coordinator may be identified of the project's Responsibility Continuance.

SWPPP Coordinator	
Company Name	
Office Phone #	
Cell Phone #	
Training Course	
Training Date	
Instructor	
Dates of Training Course	
Total Training Hours	

I, _____, hereby acknowledge that I will be serving as SWPPP Coordinator for the project and will be responsible for overseeing the items contained in this section.

_____ (Signature)

_____ (Date)

The SWPPP Coordinator may assign other personnel to supervise or perform the duties listed above. However, in completing the duties listed above, of and one person shall be trained in erosion prevention and sediment control, and certified to fulfill particular part of the SWPPP.

If the SWPPP Coordinator chooses to delegate some of the duties and responsibilities listed above to other personnel on site of the personnel, as well as their qualifications, shall be listed with and shall become part of the SWPPP. The qualifications of the delegated personnel must be noted in the table shown above. A copy of the list shall be given to the Engineer.

Once the project has been completed and accepted by the Owner and final stabilization has been achieved, the duties of Termination Submitted to the MPCA. The Owner also takes responsibility for the long term maintenance of the permanent management system.

The SWPPP Coordinator shall be responsible for ensuring that the Contractor performs the temporary erosion and sediment control measures within 24 hours after the date that the site has been rough graded or temporarily stabilized, or within 24 hours after the date that the site has been rough graded or temporarily stabilized.

Project Inspections

The SWPPP and associated records shall be available at a readily accessible location during normal business hours. The SWPPP Coordinator shall be responsible for the inspection of the site, and shall be responsible for the following items:

1. Inspection of the site, and shall be responsible for the following items:
2. Inspection of the site, and shall be responsible for the following items:
3. Inspection of the site, and shall be responsible for the following items:
4. Inspection of the site, and shall be responsible for the following items:
5. Inspection of the site, and shall be responsible for the following items:
6. Inspection of the site, and shall be responsible for the following items:
7. Inspection of the site, and shall be responsible for the following items:
8. Inspection of the site, and shall be responsible for the following items:
9. Inspection of the site, and shall be responsible for the following items:
10. Inspection of the site, and shall be responsible for the following items:

SWPPP REVISIONS

Revisions to the SWPPP

The SWPPP Coordinator shall be responsible for making revisions to the SWPPP as necessary. Revisions shall be made within 24 hours of the discovery of the need for a revision. The Engineer shall be notified of the revisions within 24 hours of the completion of the revision.

1. Revisions to the SWPPP
2. Revisions to the SWPPP
3. Revisions to the SWPPP
4. Revisions to the SWPPP
5. Revisions to the SWPPP
6. Revisions to the SWPPP
7. Revisions to the SWPPP
8. Revisions to the SWPPP
9. Revisions to the SWPPP
10. Revisions to the SWPPP

AMENDING THE SWPPP

During the construction of the project, it may become necessary to amend the SWPPP. Should the responsibility of initiating, implementing and maintaining the erosion and sediment control devices and the BMPs as described in the SWPPP be transferred from the current Contractor to another Contractor, or from the current Contractor to the Owner, the SWPPP shall be updated accordingly. The Owner will also be required to complete an "Permit Modification Form".

Should it be determined, during construction, by the SWPPP Coordinator, Engineer, or Regulator, Officials that enforcement, the SWPPP need a significant change or are made to the design/scope of the project that impact erosion prevention and sediment control, the Engineer shall be notified immediately. The Engineer will then make potential deficiencies and/or significant changes to project design, and make necessary changes to the SWPPP.

After changes are made to the SWPPP, the Engineer will issue the necessary documentation, reflecting the changes, to the Owner and to the SWPPP Coordinator. The SWPPP Coordinator shall be responsible to make sure that the documentations is added to the on-site SWPPP copy and that the changes described in the documentation is implemented on site.

EROSION PREVENTION AND SEDIMENT CONTROL BMPS

Practices to Implement

Materials and construction methods of BMPs included in the SWPPP public or per the Minnesota Department of Transportation (MnDOT) product specifications for Construction, Local Agency. The Contractor and SWPPP Coordinator shall obtain a current copy of MnDOT's Standard Specifications for Construction and familiarize themselves with the specific BMPs specified in the SWPPP, as there are several BMPs that specifically reference these sections.

The Contractor and SWPPP Coordinator shall be responsible for ensuring that the applicable MnDOT specifications are being followed, including and not limited to proper installation, maintenance, and repair of the BMPs, and maintain the working condition of these areas.

Stabilization Areas

If at any time during the Contractor shall determine that ground has been disturbed on the site, the site shall be done with flags, stakes, signs, or fence, etc., and shall be completed prior to the start of any grading operations. Regardless of the determination method the Contractor chooses to use, the Contractor shall communicate to his/her personnel and subcontractors that these areas are not to be disturbed and to which the equipment including trucks and personal vehicles shall not be allowed in these areas.

The Contractor shall remove compaction and remove traces of disturbance outside of the site. In general (general) areas that are not to be disturbed and to which the equipment including trucks and personal vehicles shall not be allowed in these areas. The Contractor shall avoid compaction of the project. The Contractor shall avoid compaction and maintain the working condition of these areas.

Temporary Sediment Basins

At least one temporary sediment basin shall be provided with temporary or permanent cover within 14 days of construction activity temporarily or permanently ceasing in that portion of the site. Temporary or permanent drainage ditches or swales, which drain off-site or to a surface water, and discharge from the site, shall be provided with temporary or permanent cover within 24 hours of construction. Placement of temporary or permanent cover shall be completed within 24 hours of construction. Placement of temporary or permanent cover shall be completed within 24 hours of construction, which exceptions to completion of vegetation requirements.

Temporary Cover

If the Contractor chooses to halt grading operations on a portion of the site for the whole day for a period exceeding 14 days, and plans to resume work through or through grading in the affected areas shall not be completed. Temporary cover shall be placed. Affected areas consisting of drainage ditches or swales connected to, and within 200 feet of a property line or surface water shall be provided with temporary cover within 24 hours of construction. Depending on the Contractor's schedule the temporary cover that consist of one of the following BMPs:

1. Mulch and hand mulch
   a. Mulch shall be applied at a rate of 2 tons per acre. The mulch shall be applied by the Contractor, or a hydro-mulching operation, to a minimum of 90% coverage of the exposed area.
   b. The mulch shall be 1 ton per acre (MnDOT Spec. 3882)
   c. Anchoring of the mulch shall be done distributed to achieve 90% coverage of the exposed area.
   d. Mulch shall be applied at a rate of 2 tons per acre (MnDOT 2575.3)
   e. All mulch shall be anchored as per MnDOT 2575.3D. Prior to the placement and disturbance of the mulch, the area shall be scarified and the area smoothed up of any loose material (MnDOT 2574)
   f. Any areas that are exposed as a result of work to turn after the mulch has placed and shall be covered with additional mulch to meet the 90% coverage.
2. Temporary Seeding with Mulch
   a. Temporary seeding with mulch may be used in areas of the site or in the whole site if the Contractor's rolling grading operations for a period that exceeds 14 days. Although mulch will need to be applied as described above, and the temporary seeding will need to be maintained. The mulch will be temporarily seeded to be maintained. The temporary seeding for all areas may the maintenance.
   b. Prior to the seeding of temporary, area, the soil shall be loosened and the area smoothed up, prior to seeding (MnDOT 2574)
   c. Contractor shall utilize Seed Mixes 21-112, 21-112 or 21-113 per MnDOT Spec. 3876 for temporary seeding.
   d. Temporary seeding shall be done per MnDOT Spec. 2575.3B
   e. Once temporary seeding has been given, mulch shall be placed over the area to discourage birds.

Permanent Cover

Upon completion of final grading or upon placement of topsoil, in advance of the placement of permanent cover, shall begin immediately over all exposed areas. The mulch is areas designated as a permanent surface, as, finished grade, pavement, gravel base, sidewalks, etc.). Where the Contractor's schedule is without delay for the placement of the permanent cover, or suitable, prior to days of the completion of final grading. Temporary cover shall be provided in these areas, to discourage erosion, until the permanent improvements can be constructed. Affected areas consisting of drainage ditches or swales connected to, and within 200 feet of a property line or a flight water, shall be provided with permanent cover within 24 hours of construction.

Areas designated for permanent turf establishment shall be provided with one or more of the following methods:

1. Permanent Seeding with Mulch
   a. Mulch Mixtures shall be the same, or areas designated for turf establishment shall be provided with permanent seeding.
   b. In addition to the seeding, included as part of the SWPPP, the Contractor shall verify, if any, to be using the mulch mixtures, based on the plans by the Architect. If a landscape Architect has specified higher or other permanent cover as and hydro seeding etc.), the Contractor shall provide the permanent cover in lieu of the permanent seeding specified in the SWPPP.
   c. Prior to the seeding of permanent seed, the soil shall be loosened and the area smoothed up, prior to seeding (MnDOT 2574)
   d. Contractor shall utilize Seed Mix 25-137 per MnDOT Spec. 3876 for permanent seeding.
   e. Permanent seeding shall be done per MnDOT Spec. 2575.3B
   f. Once permanent seeding has been given, mulch shall be placed over the area to discourage birds.
2. Sod or Sprigging
   a. Sod or sprigging shall be provided on areas as shown on the plan, in addition to the SWPPP. These areas shall be provided with permanent seeding, as described above, through the area or over the topsoil.
   b. Sod or sprigging shall meet the requirements as specified in MnDOT Spec. 3878. See specifications for sod or sprigging.
   c. Sod or sprigging shall be installed as per MnDOT Spec. 2575.3D.
   d. Sod or sprigging shall be specified in drainage ditches, and areas connected to, and within 200 feet of a property line or a surface water shall be installed within 24 hours of the completion of final grading and/or seeding permanent seeding.
3. Riprap
   a. Riprap shall be placed in areas as shown on the plan or provided in the SWPPP.
   b. Riprap shall be underlain with filter material, as specified. The filter material shall meet the requirements of MnDOT Spec. 3601 and shall be installed as per MnDOT Spec. 2511.3B2.
   c. Riprap material shall meet the requirements of MnDOT Spec. 3601 and shall be Class I unless noted, otherwise on the plans.
   d. Riprap shall be considered "Random Riprap" and shall be placed as per MnDOT Spec. 2511.
   e. Although it is permitted to the riprap in the pond with mortar, it will be not used. The Contractor is not allowed to use of the riprap in order to provide a better, aesthetic look of the pond with the riprap, but a variety of colors is.
   f. The maximum thickness of the riprap shall be 18 inches, unless otherwise noted in the plans.
   g. Riprap designated of the and of slope or flat, shall be placed within 24 hours of completion of the pond and/or ditch.
   h. Riprap and flat drainage ditches and swales connected to, and within 200 feet of a property line or a surface water shall be installed within 24 hours of the completion of final grading.

Inlet and Outlet Control

The following sediment control BMPs shall be implemented and as part of the SWPPP:

1. Silt Fence
   a. Silt fence shall be installed at the location shown on the plan provided in the SWPPP.
   b. Silt fence shall be installed and maintained shall meet the requirements of MnDOT Spec. 3886.
   c. Silt fence shall be installed as per MnDOT Spec. 2573.3B2
   d. Silt fence shall be installed prior to any significant grading operations, and shall remain in place and maintained adequately until significant areas above and downstream have been stabilized.
   e. Silt fence shall be repaired or replaced if damaged during or after rain events, or if accumulated sediment on the upstream side of the fence reaches 1/3 of the height of the fence. Repair or replacement of fence shall be completed within 24 hours of discovery.
   f. Portions of silt fence may be removed to accommodate short term activities, such as vehicle passage. Silt fence in areas that are temporarily or quickly accessible, shall be left in place immediately after completion of the short term activity. If portions removed or locations in the near future, new silt fence installed regardless of the short term activity has been completed or not. The Contractor is allowed to place bale short term activities during dry weather, as much as possible. No additional compensation will be paid for installation of fence associated with short term activities.
   g. Temporary silt stockpiles shall be placed on the short area equipment from all fences. Areas the Contractor chooses to place temporary soil stockpiles outside designated laydown areas. The stockpile shall be brought to the attention of fence, in some circumstances that temporary soil stockpiles be placed over with a vehicle, curb and gutter, catch basins, drainage inlets or outlets, or ponds.
2. Catch Basin Protection
   a. Inlet/CB Hood Drain protection devices, as manufactured by Inlet 33, shall be used for catch basin protection on the project. Inlet/CB can be contacted at (763) 233-3115, and their web page is www.inlet33.com.
   b. Hood Drain Top Bag devices (hereinafter referred to as Hood Drain Top Bag) shall be installed on all catch basin grates, after placement of the catch basin structures. Hood Drain Top Bag devices (hereinafter referred to as Hood Drain Top Bag) shall be installed on all catch basin grates, after placement of the catch basin structures, and after the completion of the final grading, pavement, and/or gravel surfacing. Hoods designated for the temporary Hood Drain Top Bag devices shall remain in place until the final stabilization of all upstream areas is completed.
   c. Upon completion of the permanent surfacing, the Hood Drain Top Bag devices shall be replaced with the Inlet/CB product specified on the plans. The Inlet/CB devices shall remain in place until the final stabilization of all upstream areas has been completed.
   d. The contractor shall install and maintain the catch basin or inlet protection devices per the manufacturer's recommendations and specifications.
3. Culvert Inlet Protection
   a. Culvert inlet protection shall be provided for all culvert inlet locations unless noted, otherwise on the construction plans. The culvert inlet protection shall be provided for culvert inlet locations.
   b. Culvert inlet protection shall consist of polyethylene fabric wrapped around, and completely covering the inlet end of the culvert. The polyethylene fabric shall be the same fabric used in all other applications and meet the requirements of MnDOT Spec. 3886.
   c. The culvert inlet protection shall remain in place and operational until the final stabilization of all upstream areas has been established.
   d. Culvert inlet protection shall be repaired or replaced if damaged during, or after rain events, or if accumulated sediment reaches 1/3 of the diameter of the culvert pipe. Repair or replacement of culvert inlet protection shall be completed within 24 hours of discovery.
4. Temporary Inlet Protection Devices
   a. Temporary inlet protection shall be used in the inlet of the culvert, and shall be placed at the location shown on the plan and/or below in the SWPPP. See details for temporary inlet protection.
   b. If the Contractor chooses to use the silt fence in place of the inlet protection, the silt fence shall be installed in the same manner as described in the section above. Silt fence shall be installed in the same manner as described in the section above.
   c. Temporary inlet protection must be installed in the position such, in order that the entire pavement surface will drain to the inlet shown. If a temporary inlet protection is not installed in the position such, in order that the entire pavement surface will drain to the inlet shown, the Contractor shall be responsible for the cost of the installation of the temporary inlet protection.
   d. The Contractor has the option to use a type of temporary inlet protection, based on the temporary inlet protection, based on the site conditions, and the Contractor shall be responsible for the cost of the installation of the temporary inlet protection.
   e. If pavement is being removed, the inlet protection shall be removed and placed back, the pavement shall be removed and placed back, the Contractor shall be responsible for the cost of the installation of the temporary inlet protection.
   f. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   g. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   h. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   i. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   j. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   k. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   l. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   m. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   n. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   o. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   p. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   q. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   r. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   s. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   t. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   u. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   v. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   w. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   x. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   y. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.
   z. Temporary inlet protection shall be installed and maintained in accordance with the manufacturer's recommendations and specifications.

SWPPP - NOTES

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 09.24.2020 (REVISED)

SCHULTZ ENGINEERING & SITE DESIGN

18 South Pomeroy Avenue
Suite 200
Bemidji, MN 56377

Ph: (320) 339-0000
Fax: (800) 223-1830
schultzengineering@aol.com
www.schultzengineeringdesign.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Engineer under the laws of the State of Minnesota.

Brian L. Schultz, PE

Date: 09/24/2020

License No.: 43139

REVISIONS		
NO.	DATE	DESCRIPTION
1		
2		
3		
4		

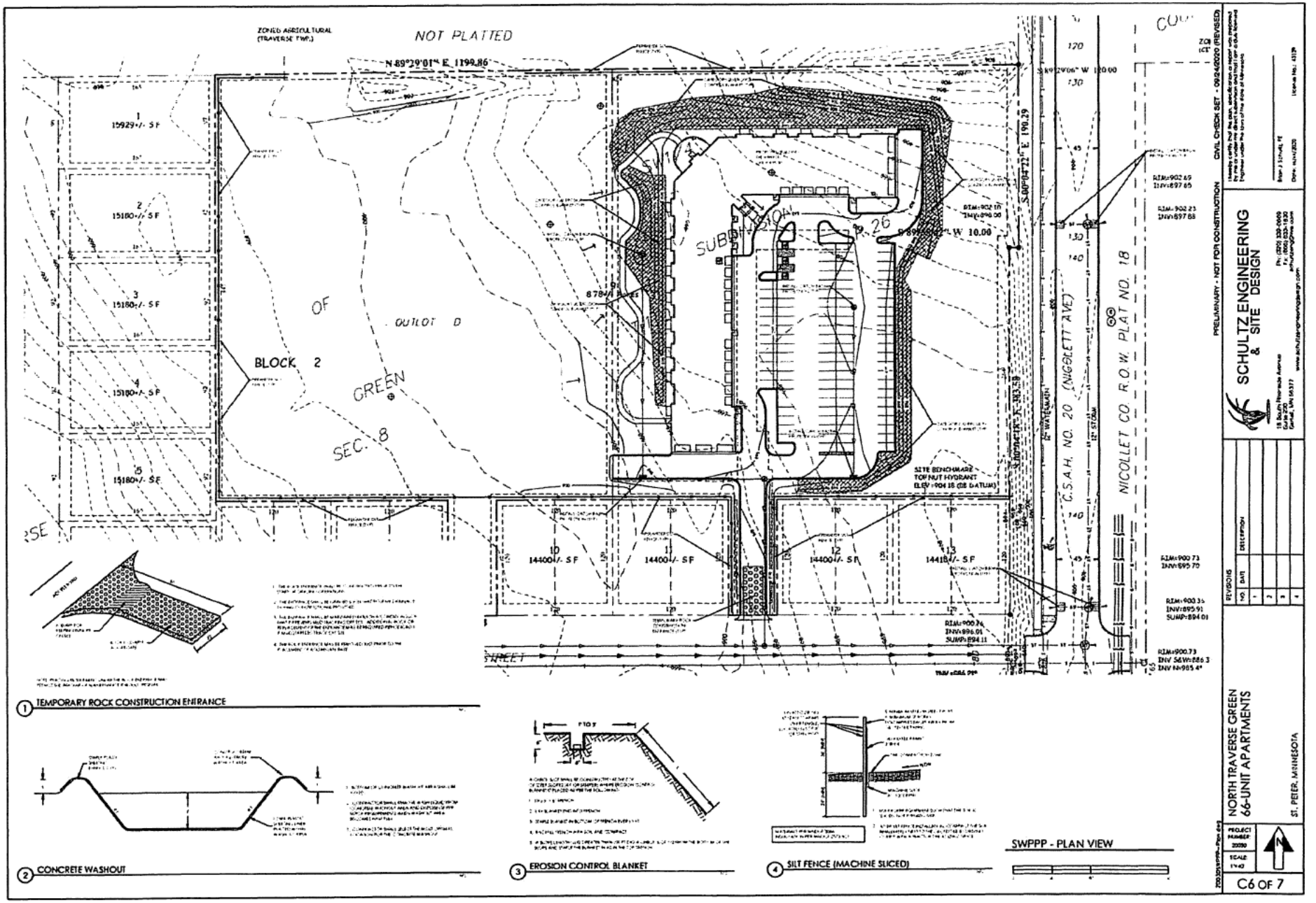
NORTH TRAVERSE GREEN
66-UNIT APARTMENTS

ST. PETER, MINNESOTA

PROJECT NUMBER: 20000

C5 OF 7

70


NOT PLATTED
ZONED AGRICULTURAL (TRAVERSE TWP.)
N 89°29'01" E 1199.86
BLOCK 2
OF
OUTLOT D
GREEN
SEC. 8
SUBDIVISION
SITE BENCHMARK TOP NUT HYDRANT ELEV=904.18 (DS DATUM)
C.S.A.H. NO. 20 (NICOLLETT AVE)
NICOLLET CO. R.O.W. PLAT NO. 18
TEMPORARY ROCK CONSTRUCTION ENTRANCE
CONCRETE WASHOUT
EROSION CONTROL BLANKET
SILT FENCE (MACHINE SLICED)
SWPPP - PLAN VIEW
PRELIMINARY - NOT FOR CONSTRUCTION
CIVIL CHECK SET - 09/24/2020 (REVISED)
SCHULTZ ENGINEERING & SITE DESIGN
NORTH TRAVERSE GREEN 66-UNIT APARTMENTS
ST. PETER, MINNESOTA
C6 OF 7

ZONED AGRICULTURAL (TRAVERSE TWP.)

NOT PLATTED

N 89°29'01" E 1199.86'

S 89°29'06" W 110.00

S 00°04'22" E 190.29'

S 89°55'42" W 10.00

S 00°04'18" E 190.39'

BLOCK 2 OF GREEN SEC. 8

OUTLOT D

SW1

SITE BENCHMARK TOP NUT HYDRANT ELEV.=904.18 (SS DATUM)

C.S.A.H. NO. 20 (NICOLLET AVE.)

NICOLLET CO. R.O.W. PLAT NO. 18

COUNTY

12" WATERMAIN

12" STORM

RIM=902.69 INV=897.65

RIM=902.23 INV=897.88

RIM=900.73 INV=895.70

RIM=900.36 INV=895.91 SUMP=894.01

RIM=900.24 INV=896.01 SUMP=894.11

RIM=900.73 INV SW=886.3 INV NW=885.4"

N 89°55'42" W 1189.93

CLARK STREET

15929+/- S.F.

15180+/- S.F.

15180+/- S.F.

15180+/- S.F.

15180+/- S.F.

16500+/- S.F.

14400+/- S.F.

14400+/- S.F.

14400+/- S.F.

14400+/- S.F.

14400+/- S.F.

14418+/- S.F.

UTILITY & SURFACING NOTES:

SANITARY AND WATER NOTES:

1. WATER MAIN AND ANY WATER SERVICE LINES SHALL BE PLACED AT A MINIMUM DEPTH OF 6 FEET BELOW FINISHED GRADE.

2. IF CONFLICTS ARE DISCOVERED WHERE WATER MAIN CROSSES EXISTING SANITARY SEWER, SERVICE LINES, OR STORM SEWER, THE WATER MAIN SHALL BE PLACED OR LOWERED APPROPRIATELY TO MEET ALL MINIMUM MINIMUM DEPTH OF 6 FEET BELOW FINISHED GRADE.

3. INSULATION SHALL BE PLACED AT ALL LOCATIONS WHERE STORM SEWER CROSSES SANITARY SEWER, WATER MAIN, OR ASSOCIATED SERVICES. INSULATION SHALL CONSIST OF AN 8 FT x 8 FT SQUARE OF 2" THICK RIGID INSULATION. INSULATION SHALL BE PLACED BETWEEN THE STORM SEWER AND WATER FOR TOTAL MINIMUM EDGE OF THE INSULATION PARALLEL TO THE PIPING AS MUCH AS POSSIBLE.

4. INSTALL SANITARY SEWER SERVICE LINE CLEANOUTS AS REQUIRED BY THE MINNESOTA PLUMBING CODE.

5. SEE SHEET C3 FOR STORM SEWER GRADING, AND SHEET C2 FOR MODIFICATIONS REQUIRED TO THE PLACEMENT OF THE UTILITIES.

6. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.

7. PRIOR TO CONSTRUCTION OF SANITARY SEWER, AND GREETING ASSOCIATED MATERIALS, THE CONTRACTOR'S PLUMBING DESIGNER SHALL PROVIDE THE ENGINEER WITH THE TOTAL DRAINAGE FIXTURE UNIT (DFU) FOR THE INTERIOR PLUMBING TO VERIFY THE CORRECT SIZING AND SLOPE OF THE SANITARY SEWER SERVICE.

CONTRACTOR/CONTRACTORS SHALL OBTAIN A PLUMBING PERMIT FROM THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PRIOR TO THE INSTALLATION OF ANY SANITARY SEWER OR WATER PIPING. CONSTRUCTION OF SANITARY SEWER OR WATER PIPING SHALL NOT COMMENCE UNTIL SAID THE PLUMBING PERMIT HAS BEEN OBTAINED, AND ANY AND ALL PERMITTED COMMENTS HAVE BEEN ADDRESSED OR THE PLAN AND/OR THE PROJECT APPROVED.

SURFACING NOTES:

1. SUBGRADES SHALL BE COMPACTED AND/OR OTHERWISE ACCEPTABLE TO MEET THE REQUIREMENTS OF INSPECTION AS DESCRIBED IN THE GENERAL NOTES SHEET C1. TEST PLUGS OF THE SUBGRADE SHALL BE COMPACTED BY A LICENSED GEOTECHNICAL ENGINEER OR PROFESSIONAL. LOCATIONS OF PROBLEMATIC EXCESSIVE RUTTING PER MNDOT SPEC. 2111 SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER PRIOR TO THE PLACEMENT OF ANY PAVEMENT BASE COURSE. ALL ROUTINE REPAIRS SHALL BE PERFORMED BY AN INDEPENDENT TESTING FIRM.

2. GRAVEL BASE COURSES SHALL BE PLACED AND COMPACTED. TEST PLUGS OF THE GRAVEL BASE SHALL BE OBSERVED BY A GEOTECHNICAL ENGINEER TO VERIFY STABILITY.

3. ALL BITUMINOUS MIXTURES OF CONCRETE BLOCK, BRICK, ASPHALT, AND/OR BITUMINOUS MIXTURE CONCRETE SURFACING SHALL BE SAWCUT TO CLEAN VERTICAL EDGE.

4. EXPANSION JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE NEW CONCRETE MEETS EXISTING CONCRETE, AND AT ALL LOCATIONS WHERE SPECIFIED CONCRETE POURS ARE TO BE SCHEDULED.

5. CONCRETE PAVEMENT OR APRONS, WHICH ARE NEW, DO NOT HAVE OPENINGS, SHALL BE TEST TO THE FLOOR SLAB AND ENGAGE THE ENTIRE DEPTH OF THE PAVEMENT. SEE EXTRA CONCRETE SHEET C2.

6. SEE SHEET C1 FOR SPECIFICATIONS REGARDING THE CONSTRUCTION OF PAVEMENTS, AND CURB AND GUTTER.

UTILITY & PAVING PLAN

0 20 40 80

PRELIMINARY - NOT FOR CONSTRUCTION

CIVIL CHECK SET - 08.24.2020 (REVISED)

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota.

Brian J. Schultz, PE

Date: xx/xx/2020

License No.: 43129

SCHULTZ ENGINEERING & SITE DESIGN

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Fx: (866) 655-1830
schultzengineering@hotmail.com

www.schultzengineeringdesign.com

REVISIONS		
NO.	DATE	DESCRIPTION
1		
2		
3		
4		

NORTH TRAVERSE GREEN
66-UNIT APARTMENTS

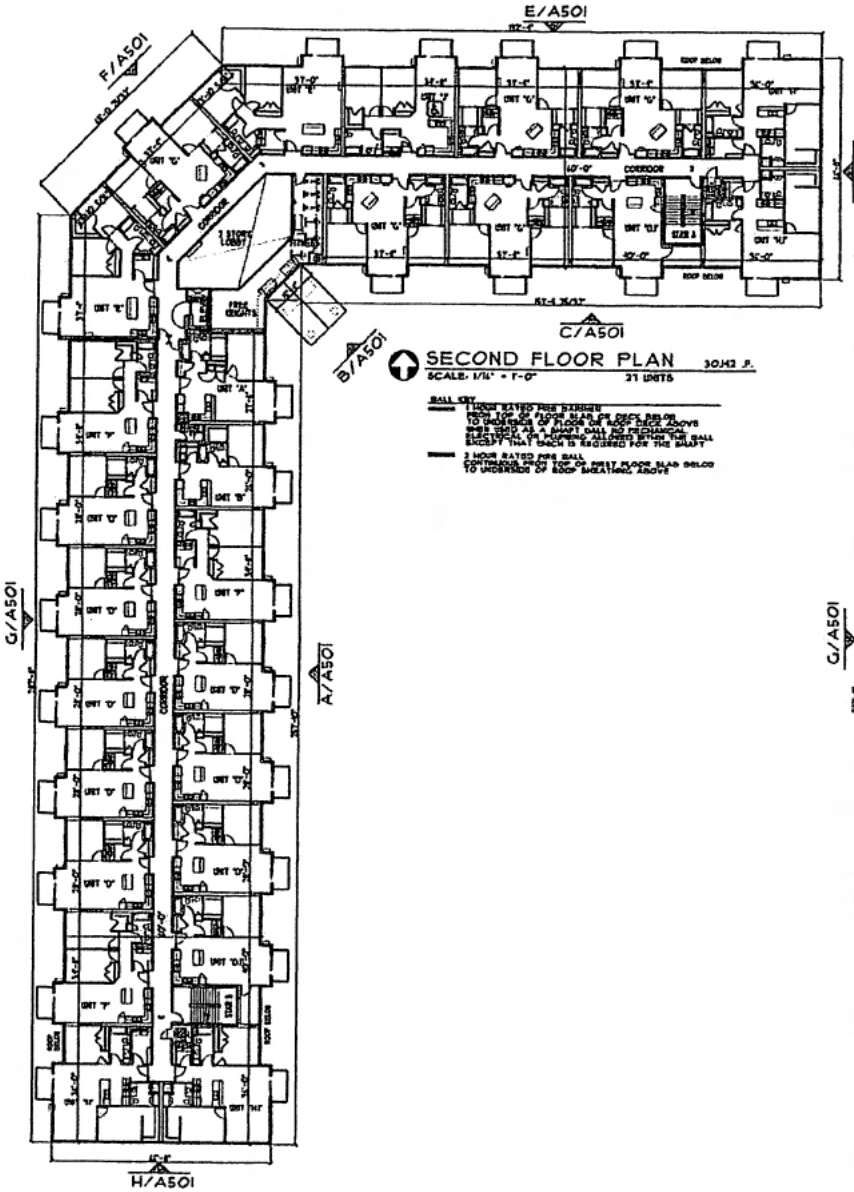
ST. PETER, MINNESOTA

PROJECT NUMBER: 20000

SCALE: 1"=40'

C7 OF 7

20000\Plans\Utility\Paving.dwg



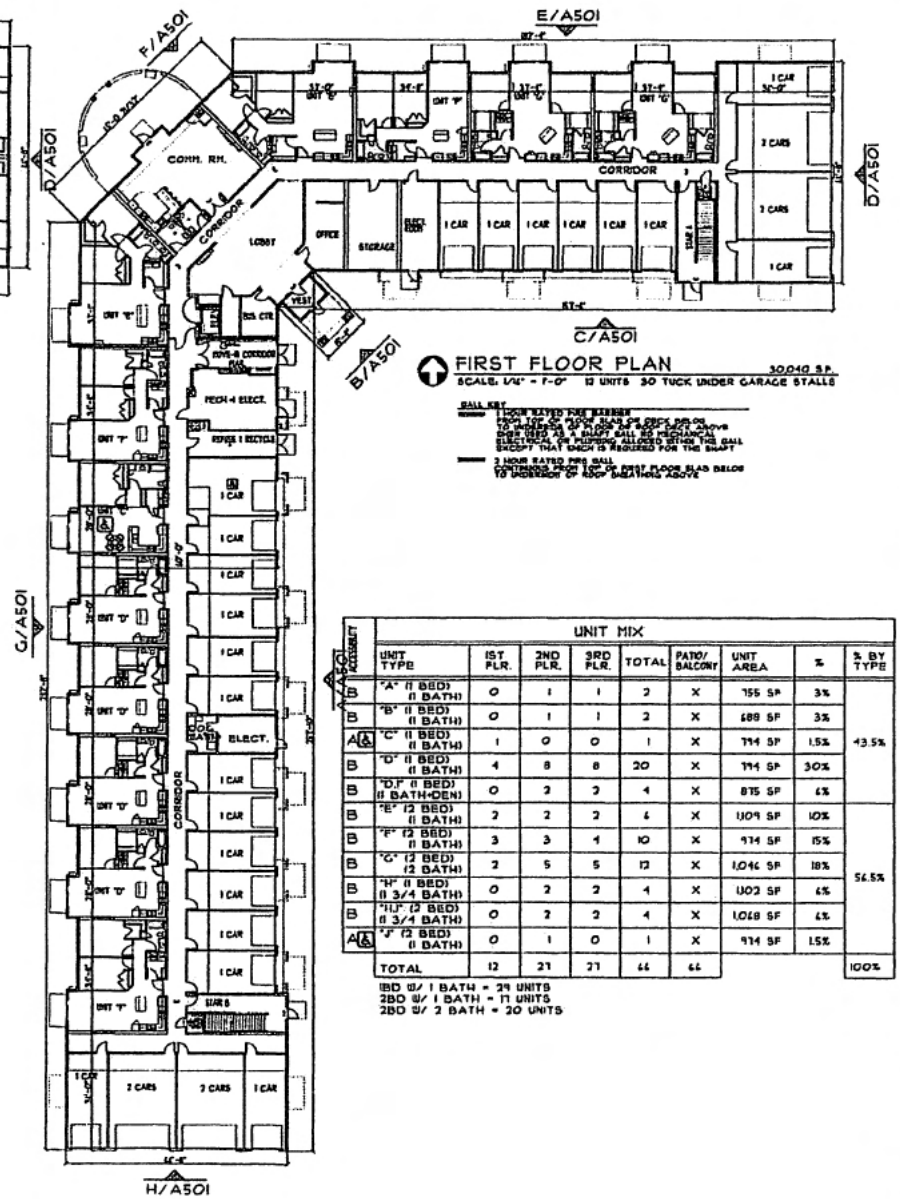
SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0" 30,143 S.F. 21 UNITS

WALL KEY

1 HOUR RATED FIRE BARRIER FROM TOP OF FLOOR SLAB OR DECK BELOW TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE WHEN USED AS A SHAFT WALL NO MECHANICAL, ELECTRICAL OR PLUMBING ALLOWED WITHIN THE WALL EXCEPT THAT EACH IS REQUIRED FOR THE SHAFT

3 HOUR RATED FIRE WALL CONTINUOUS FROM TOP OF FIRST FLOOR SLAB BELOW TO UNDERSIDE OF ROOF SHEATHING ABOVE



FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0" 12 UNITS 30 TUCK UNDER GARAGE STALLS 30,040 S.F.

WALL KEY

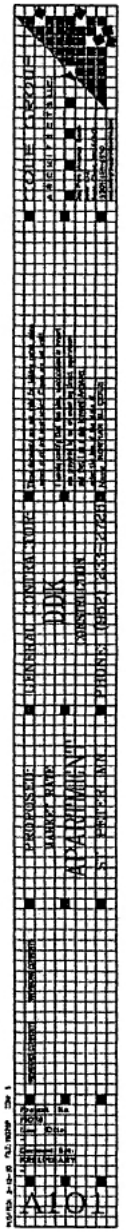
1 HOUR RATED FIRE BARRIER FROM TOP OF FLOOR SLAB OR DECK BELOW TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE WHEN USED AS A SHAFT WALL NO MECHANICAL, ELECTRICAL OR PLUMBING ALLOWED WITHIN THE WALL EXCEPT THAT EACH IS REQUIRED FOR THE SHAFT

3 HOUR RATED FIRE WALL CONTINUOUS FROM TOP OF FIRST FLOOR SLAB BELOW TO UNDERSIDE OF ROOF SHEATHING ABOVE

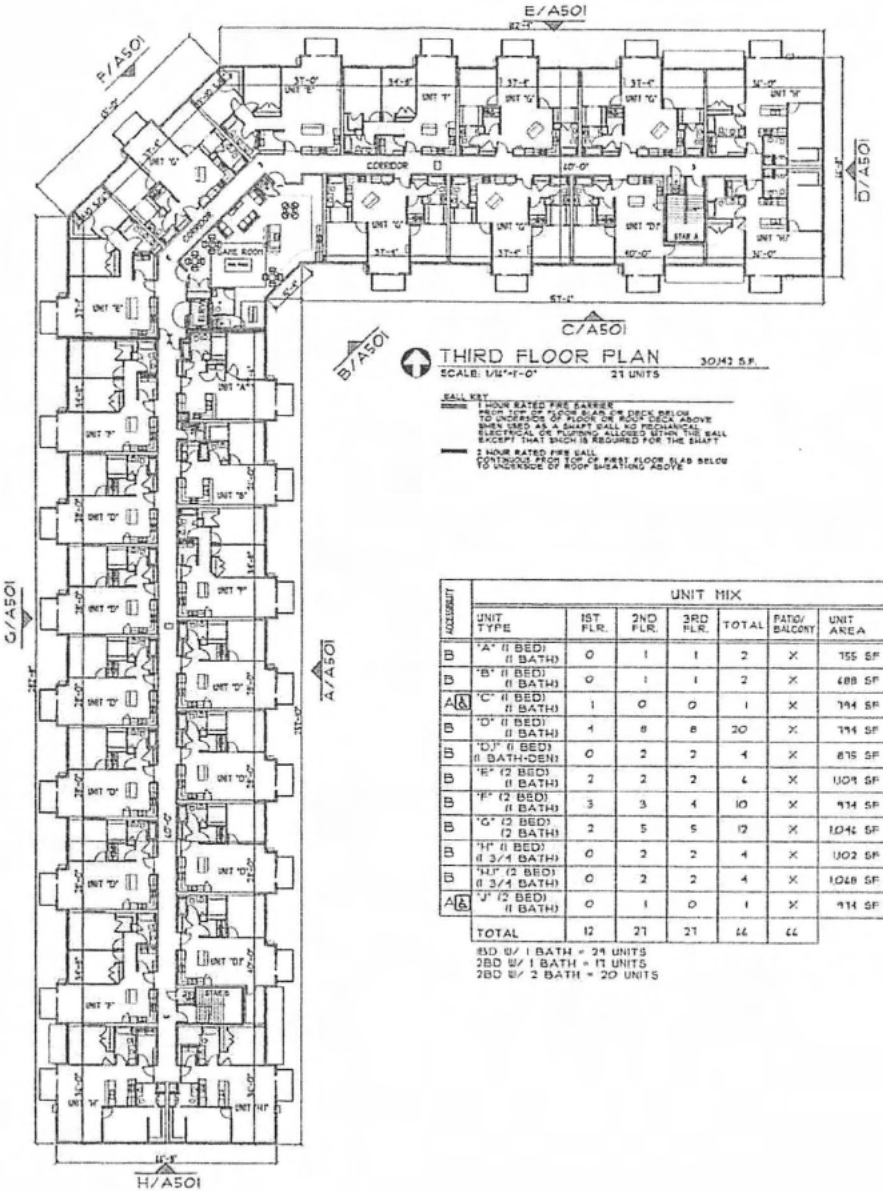
UNIT MIX

ACCESSIBILITY	UNIT TYPE	1ST FLR.	2ND FLR.	3RD FLR.	TOTAL	PATIO/ BALCONY	UNIT AREA	%	% BY TYPE
B	"A" (1 BED) (1 BATH)	0	1	1	2	X	755 SF	3%	43.5%
B	"B" (1 BED) (1 BATH)	0	1	1	2	X	689 SF	3%	
A	"C" (1 BED) (1 BATH)	1	0	0	1	X	794 SF	1.5%	
B	"D" (1 BED) (1 BATH)	4	8	8	20	X	794 SF	30%	
B	"D.F" (1 BED) (1 BATH+DEN)	0	2	2	4	X	875 SF	6%	
B	"E" (2 BED) (1 BATH)	2	2	2	6	X	1,109 SF	10%	56.5%
B	"F" (2 BED) (1 BATH)	3	3	4	10	X	934 SF	15%	
B	"G" (2 BED) (2 BATH)	2	5	5	12	X	1,046 SF	18%	
B	"H" (1 BED) (1 3/4 BATH)	0	2	2	4	X	1,002 SF	6%	
B	"H.J" (2 BED) (1 3/4 BATH)	0	2	2	4	X	1,068 SF	6%	
A	"J" (2 BED) (1 BATH)	0	1	0	1	X	934 SF	1.5%	
	TOTAL	12	21	21	66	66			100%

1BD W/ 1 BATH = 39 UNITS
2BD W/ 1 BATH = 17 UNITS
2BD W/ 2 BATH = 20 UNITS



73



WALL KEY

1 HOUR RATED FIRE BARRIER FROM TOP OF FLOOR SLAB OR DECK BELOW TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE WHEN USED AS A SHAFT WALL NO MECHANICAL, ELECTRICAL OR PLUMBING ALLOWED WITHIN THE WALL EXCEPT THAT SHOWN IS REQUIRED FOR THE SHAFT

2 HOUR RATED FIRE WALL CONTINUOUS FROM TOP OF FIRST FLOOR SLAB BELOW TO UNDERSIDE OF ROOF SHEATHING ABOVE

ACCESSIBILITY	UNIT MIX								
	UNIT TYPE	1ST FLR.	2ND FLR.	3RD FLR.	TOTAL	PATIO/ BALCONY	UNIT AREA	%	% BY TYPE
B	"A" (1 BED) (1 BATH)	0	1	1	2	X	755 SF	3%	
B	"B" (1 BED) (1 BATH)	0	1	1	2	X	688 SF	3%	
A/B	"C" (1 BED) (1 BATH)	1	0	0	1	X	794 SF	1.5%	43.5%
B	"D" (1 BED) (1 BATH)	4	8	8	20	X	794 SF	30%	
B	"D.1" (1 BED) (1 BATH-DEN)	0	2	2	4	X	875 SF	6%	
B	"E" (2 BED) (1 BATH)	2	2	2	6	X	1009 SF	10%	
B	"F" (2 BED) (1 BATH)	3	3	4	10	X	934 SF	15%	
B	"G" (2 BED) (2 BATH)	2	5	5	12	X	1046 SF	18%	56.5%
B	"H" (1 BED) (1 3/4 BATH)	0	2	2	4	X	1002 SF	6%	
B	"H.1" (2 BED) (1 3/4 BATH)	0	2	2	4	X	1048 SF	6%	
A/B	"J" (2 BED) (1 BATH)	0	1	0	1	X	934 SF	1.5%	
	TOTAL	12	27	27	66	66			100%

1BD W/ 1 BATH = 24 UNITS
2BD W/ 1 BATH = 17 UNITS
2BD W/ 2 BATH = 20 UNITS

PROPOSED MARKET RATE APARTMENT CONSTRUCTION

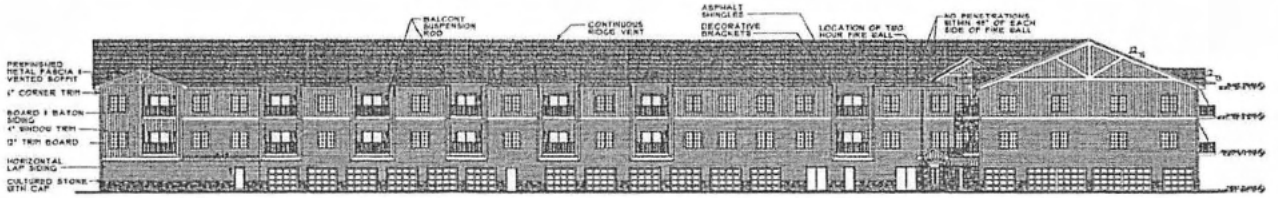
ST. PETER, MN

CORE GROUP

DDK

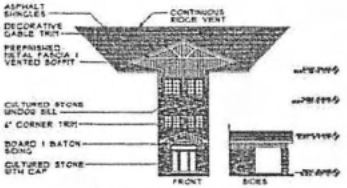
PRELIMINARY

A102

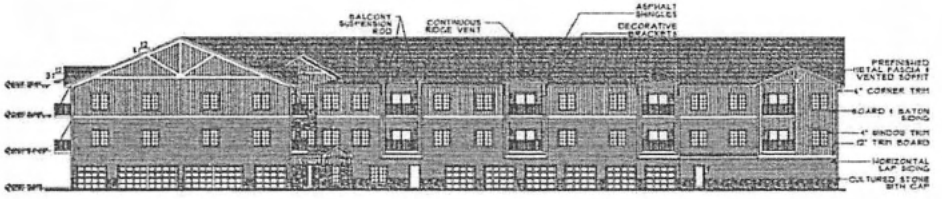


EAST ELEVATION "A"
SCALE: 1/16" = 1'-0"

EAST ELEVATION "D"
SCALE: 1/16" = 1'-0" - 2010 CLASS "I" MATERIALS

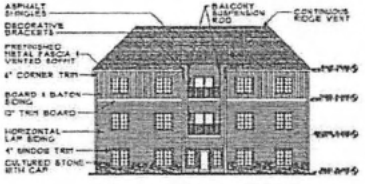


ENTRY ELEVATION "B"
SCALE: 1/16" = 1'-0"

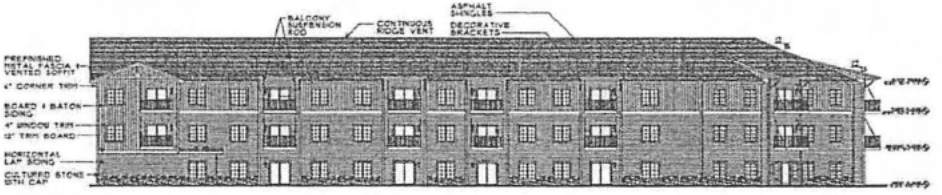


SOUTH ELEVATION "H"
SCALE: 1/16" = 1'-0"

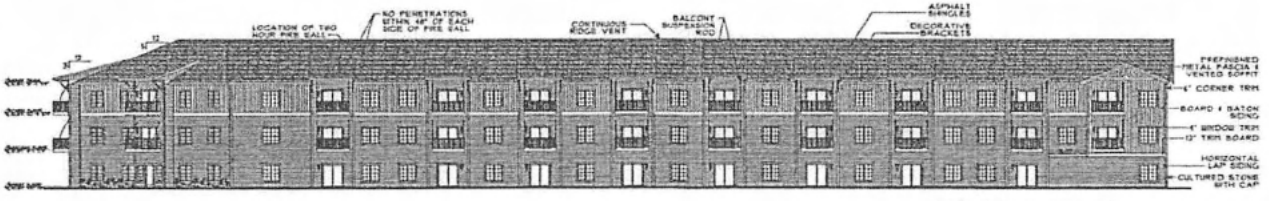
SOUTH ELEVATION "C"
SCALE: 1/16" = 1'-0"



NORTH WEST ELEV. "F"
SCALE: 1/16" = 1'-0"



NORTH ELEVATION "E"
SCALE: 1/16" = 1'-0"



WEST ELEVATION "G"
SCALE: 1/16" = 1'-0"

COLE GROUP
KNIGHT ARCHITECTS LLC

GENERAL CONTRACTOR:
DDK CONSTRUCTION
PHONE: (352) 233-2722

PROPOSED:
MARKET PAVE
APARTMENTS
SW 20th AVE

A501

75

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

RESOLUTION AUTHORIZING EXECUTION OF DEVELOPMENT AND TAX INCREMENT FINANCING AGREEMENTS FOR PRIVATE IMPROVEMENTS UPON LOT 1, BLOCK 1, NORTH TRAVERSE GREEN SUBDIVISION

WHEREAS, on July 13, 2020 the City Council entered into a purchase agreement by and between the City and Community Asset Development Group (CADG); and

WHEREAS, the terms of the purchase agreement allow for CADG's assignment of the agreement to a third party which would be created at a later date; and

WHEREAS, at this time CADG has requested assignment of the purchase agreement to St. Peter Land, LLC which they have recently organized with the State of Minnesota; and

WHEREAS, in order to regulate the installation of public improvements and public utilities within the development, a Development Agreement by and between the City of Saint Peter and St. Peter Land, LLC has been prepared; and

WHEREAS, the Development Agreement establishes the standards and practices application to the installation of the public improvements as well as the fees that would be due from the Developer; and

WHEREAS, to incent certain improvements upon and in the vicinity of the development property, the Developer has requested tax increment financing to assist in financing the construction of a new multi-family structure; and

WHEREAS, prior to the commencement of construction, St. Peter Land, LLC would intend to transfer ownership of the multi-family residential site (Lot 1, Block 1, North Traverse Green Subdivision) to St. Peter Investors, LLC; and

WHEREAS, a Tax Increment Financing Development Agreement by and between the City of Saint Peter and St. Peter Investors, LLC has been negotiated which identifies the obligations, duties and responsibilities of the two parties related to the multi-family development; and

WHEREAS, the Tax Increment Financing Development Agreement also establishes the amount and manner in which the pay-as-you-go tax increments shall be reimbursed to the Developer; and

WHEREAS, the terms of the Purchase Agreement require City Council consent to the site plan, floor plans and exterior building materials of the development as a condition of sale; and

WHEREAS, the Developer has submitted the appropriate maps, diagrams and plans for City Council review and approval identified as Exhibit B improvements within the Development Agreement.

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

1. The Mayor and City Administrator are authorized to enter into a development agreement by and between the City of Saint Peter and St. Peter Land, LLC regulating the installation of public improvements and utilities within North Traverse Green Subdivision.

2. The Mayor and City Administrator are authorized to enter into a Tax Increment Financing Development agreement by and between the City of Saint Peter and St. Peter Investors, LLC for the financing of certain eligible development expenses upon Lot 1, Block 1, North Traverse Green Subdivision.

3. The City Council hereby consents to the sale of the development property to St. Peter Land, LLC and approves the site plan, floor plans, building elevations and exterior building finish for the multi-family residential development as identified in the Exhibit B Improvements of the Development Agreement.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 12th day of October, 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATE: 10/08/20

FROM: Russ Wille
Community Development Director

RE: 2021 Central Business District Accessibility Enhancement Grant Program

ACTION/RECOMMENDATION

Adopt the attached resolution continuing the Central Business District Accessibility Enhancement Grant Program.

BACKGROUND

In October, 2019, the City Council adopted the policies necessary to create the Central Business District/Accessibility Improvement Grant Program. The program is designed to fund building renovations or improvements which improve access for those with mobility impairments.

The Americans with Disabilities Act of 1990 (ADA) establishes the standards required to ensure that handicapped persons have access to public accommodations. While progress has been made over the last 30 years, a few downtown structures are still inaccessible due to physical barriers.

The guidelines developed by the EDA and adopted by the City Council provided grants to those property owners wishing to undertake a renovation project that enhances the accessibility of the property to those with mobility impairments. All of the commercial structures within the (CBD) Central Business District, with the exception of those owned by a local unit of government, would be eligible to participate.

Individual grants would be restricted to a maximum of $25,000 in grant funds. Projects exceeding the $25,000 limit could still be considered if the property owner demonstrates access to liquid funds to cover the costs above the $25,000 limit. It is anticipated that the available funding from the interest income of the locally controlled revolving loan fund(s) would be sufficient to undertake about two renovations per grant cycle.

Participating property owners would be obligated to maintain an insurance policy in an amount equal to the debt (mortgages, liens, assessments, etc.) assembled against the property as recorded at the Nicollet County Courthouse.

The proposed guidelines would require that applications for grant funds be submitted prior to the end of February each year. If applications exceed the amount of funds set aside for the 2021

program, the proposals would need to be considered and prioritized by a committee appointed by the Mayor and Council.

During the 2020 grant cycle, three automatic door opening systems were installed and funded by the grant/loan program. Doorways were installed at Kind Vet Clinic, Swedish Kontur and Riley – Tanis and Associates. Each property owner is extremely pleased with the installation and have expressed their appreciation for the financial assistance.

To finance the 2020 grants, $34,578 was earmarked from the interest income of the Economic Development Authority revolving loan accounts. The three grants that were awarded totaled only $11,862.48 given the limited participation.

As they reviewed the 2020 grant performance, the EDA has recommended that the City Council authorize continuation of the program for 2021 and to accept applications through the end of the business day on February 26, 2021.

We will use the same opportunities to promote the program as in 2020 with the addition of letters to those commercial renters that we are able to identify.

FISCAL IMPACT:

Finance Director Vogel reports that the 2019 interest income from the revolving loan funds totaled $28,434.37. The EDA has recommended that those funds once again be set aside to fund 2021 CBD/ADA grants without materially impacting the EDA's ability to make business loans or fund other projects determined beneficial.

ALTERNATIVES/VARIATIONS:
Do not act: Staff will await further direction.
Negative Votes: No further action would be taken.
Modification of the Resolution: This is always an option of the Council.

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

RJW

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 –

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

RESOLUTION CONTINUING CENTRAL BUSINESS DISTRICT ACCESSIBILITY IMPROVEMENT GRANT PROGRAM IN 2021

WHEREAS, the Americans with Disabilities Act was adopted in 1990 and established the standards required to ensure that handicapped persons have access to public accommodations; and

WHEREAS, significant progress has been made to implement the standards of the ADA yet there are downtown commercial structures which remain inaccessible; and

WHEREAS, in an attempt to encourage the renovation of structures to increase accessibility, guidelines were adopted in 2019 establishing the Central Business District Accessibility Improvement Grant Program which provided no interest, forgivable loans (grants) to participating building owners; and

WHEREAS, the Economic Development Authority (EDA) was granted the power to administer the Central Business District Accessibility Improvement Grant Program and to make recommendations to the City Council for disbursement of new loans; and

WHEREAS, in 2020 a total of three projects were undertaken with the installation of automatic door opening systems; and

WHEREAS, the EDA considered the merits of the 2020 program and have recommended that the City Council continue the Central Business District Accessibility Improvement Grant Program for 2021; and

WHEREAS, the EDA further recommends that the guidelines and regulations of the program remain the same as in 2020 with no alterations or amendments.

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

1. The Central Business District Accessibility Improvement Grant Program is hereby continued for 2021.

2. A complete copy of the program guidelines is available for public review and inspection in the Community Development Department at City Hall.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 12th day of October, 2020.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATE: April 7, 2020

FROM: Pete Moulton
Director of Public Works

RE: 2020 Bowling Alley Demolition Project Bid Award

ACTION/RECOMMENDATION

Contingently award the base bid plus the alternate bid for the 2020 Bowling Alley Demolition Project to Rehnelt Excavating, LLC of Kasota, Minnesota in the amount of $47,872.68.

BACKGROUND

On the morning of February 16, 2020 a fire destroyed King Pins Bowling Alley located at 1671 South Third Street. On June 22, 2020 the Council declared the building hazardous and ordered repair and/or removal of the structure. The building was determined to be non-repairable and the City Engineer put together plans for bids to demolish the property.

Notice of a formal bid opening was included on the City's website as required by the City's purchasing policy. Ten (10) bids were received and results are tabulated below:

Bidder	City, State	Base Bid	Alternate Bid	Total Cost
Rehnelt Excavating, LLC	Kasota, MN	$41,050.68	$6,822.00	$47,872.68
Timm's Trucking, Inc	Morristown, MN	$39,971.00	$12,000.00	$49,970.00
MAAC, Inc	Montevideo, MN	$56,000.00	$$5,000.00	$61,000.00
Lloyd's Construction Service, Inc.	Savage, MN	$63,950.00	$8,000.00	$71,950.00
VCI Environmental, Inc.	Lino Lakes, MN	$71,083.00	$4,600.00	$75,683.00
DRC, Inc.	Minnetonka, MN	$74,900.00	$28,000.00	$102,900.00
Veit & Company, Inc.	Rogers, MN	$101,730.00	$7,400.00	$109,130.00
Frattalone Companies, Inc.	St. Paul, MN	$130,380.23	$13,344.00	$143,724.23
Carl Bolander & Sons, LLC	St. Paul, MN	$187,143.00	$17,000.00	$204,143.00
Circle F Farms	Gaylord, MN	Bid rejected due to no bid bond		

The Engineer's estimate for the project was $58,000 for the base bid and $8,000 for the alternate for a total estimated cost of $66,000.

Based on past performance on similar projects in previous years, it is my opinion that the low bidder, Rehnelt Excavating, LLC, is qualified to perform the work required under this contract. If deemed financially feasible, and contingent upon the Court decision, I hereby recommend award

of the base bid and alternate for the 2020 Bowling Alley Demolition Project to Rehnelt Excavating, LLC in the total amount of $47,872.68.

The award is made contingent on the Court Order for removal. The exact date of the Court's order is unknown, but it is possible it could be made on October 12th. Without an Order from the Court we cannot legally raze the building.

FISCAL IMPACT:

Funds would be allocated from the City's General Fund for demolition of the bowling alley and site. In addition to this cost, the City will also experience an additional cost of $20,000 for utility disconnects, parking lot removal and restoration of the area. These costs will also be assessed against the property.

ALTERNATIVES AND VARIATIONS:
Do not act: No further action will be taken without additional direction from the City Council.
Negative Vote: The bid will not be awarded and the bidder will be notified.
Modification of the Resolution: This is always an option of the City Council.

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

PTM

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

September 8, 2020

Todd Prafke
City Administrator
City of Saint Peter
227 South Front Street
Saint Peter, MN 56082-2513

RE: 2020 Bowling Alley Demolition
City of Saint Peter, MN
BMI Project No. M12.120437

Dear Mr. Prafke,

Bids were received at City Hall for the referenced project until 10:30am on Tuesday, September 1st. Bids were then opened in-person and electronically through QuestCDN and GoTo Meeting at 10:45am the same day. Bids included an Add Alternate for the abatement of waterproofing material, if present, on the foundation below grade. If abatement-waterproofing were not present, the work associated with the Add Alternate would not be performed, or paid, resulting in a savings to the City.

Ten (10) bids were received and the results of the bids are tabulated below:

Bidder	Base Bid	Add Alternate	Total Bid Amount
Rehnelt Excavating, LLC Kasota, MN	$41,050.68	$6,822.00	$47,872.68
Timm's Trucking, Inc. Morristown, MN	$37,970.00	$12,000.00	$49,970.00
MAAC, Inc Montevideo, MN	$56,000.00	$5,000.00	$61,000.00
Lloyd's Construction Services, Inc. Savage, MN	$63,950.00	$8,000.00	$71,950.00
VCI Environmental, Inc. Lino Lakes, MN	$71,083.00	$4,600.00	$75,683.00
DRC, Inc. Minnetonka, MN	$74,900.00	$28,000.00	$102,900.00
Veit & Company, Inc. Rogers, MN	$101,730.00	$7,400.00	$109,130.00
Frattalone Companies, Inc. St. Paul, MN	$130,380.23	$13,344.00	$143,724.23
Carl Bolander & Sons, LLC St. Paul, MN	$187,143.00	$17,000.00	$204,143.00
Circle F Farms Gaylord, MN	Bid rejected due to no bid bond		
Engineer's Estimate	$58,000.00	$8,000.00	$66,000.00

Bolton & Menk is an equal opportunity employer.

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that Rehnelt Excavating, LLC. is qualified to perform the work required under this contract. If deemed financially feasible, we hereby recommend that Rehnelt Excavating, LLC. be awarded the Base Bid and Add Alternate for the contract based on the bid contract amount of $47,872.68. Please keep the attached submitted contractor bid documents for your records.

Sincerely,

Bolton & Menk, Inc.

Jeffrey A. Domras

Jeffrey A. Domras, P.E.
Project Engineer

Enclosure

cc: Pete Moulton, Public Works Director, City of Saint Peter (bid abstract only)
Teresa Burgess, P.E., Bolton & Menk, Inc. (bid abstract only)

Bolton & Menk is an equal opportunity employer.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

RESOLUTION AWARDING BID FOR 2020 BOWLING ALLEY DEMOLITION PROJECT

WHEREAS, on June 22, 2020 the City Council declared the bowling alley located at 1671 South Third Street as a hazardous building and ordered repair or removal of the structure; and

WHEREAS, the City has commenced a Hazardous Building Action in Nicollet County District Court as Court file No. 52-CV-20-465, requesting a Court Order authorizing the razing, demolition and removal of the hazardous building; and

WHEREAS, the Defendants have admitted service and are in default; and

WHEREAS, the default hearing has been scheduled for October 12, 2020; and

WHEREAS, the City prepared plans and specifications for a formal bid project to demolish the structure; and

WHEREAS, ten (10) bid were received for the project as follows:

Bidder	City, State	Base Bid	Alternate Bid	Total Cost
Rehnelt Excavating, LLC	Kasota, MN	$41,050.68	$6,822.00	$47,872.68
Timm's Trucking, Inc.	Morristown, MN	$39,971.00	$12,000.00	$49,970.00
MAAC, Inc.	Montevideo, MN	$56,000.00	$$5,000.00	$61,000.00
Lloyd's Construction Service, Inc.	Savage, MN	$63,950.00	$8,000.00	$71,950.00
VCI Environmental, Inc.	Lino Lakes, MN	$71,083.00	$4,600.00	$75,683.00
DRC, Inc.	Minnetonka, MN	$74,900.00	$28,000.00	$102,900.00
Veit & Company, Inc.	Rogers, MN	$101,730.00	$7,400.00	$109,130.00
Frattalone Companies, Inc.	St. Paul, MN	$130,380.23	$13,344.00	$143,724.23
Carl Bolander & Sons, LLC	St. Paul, MN	$187,143.00	$17,000.00	$204,143.00
Circle F Farms	Gaylord	Bid rejected due to no bid bond		

WHEREAS, the Engineer's estimate for this project (base bid and alternate bid) is $66,000; and

WHEREAS, staff recommends awarding the bid to Rehnelt Excavating, LLC which submitted the lowest responsible bid.

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

1. The City Council hereby awards the bid for the 2020 Bowling Alley Demolition Project to Rehnelt Excavating, LLC of Kasota, Minnesota for the amount of the base bid (41,050.68) plus the alternate bid ($6,822.00) for a total bid amount of $47,872.68 contingent upon the

Court issuing its' Order in Court File No. 52-CV-20-465 authorizing the City to proceed with the razing and removal of the hazardous building.

2. Funding for the improvements will come from the City's General Fund and all costs related to the work shall be assessed to the property

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October, 2020.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATED: October 09, 2020

FROM: Sally Vogel
Finance Director

RE: Order preparation of assessments and call for a Public Hearing on Delinquent Utility Accounts

ACTION/RECOMMENDATION

Approve resolutions ordering the preparation of assessments and calling for a public hearing on delinquent utility accounts.

BACKGROUND

Annually the City Council considers the delinquent utilities for assessment to the County Auditor. It is appropriate at this time to declare unpaid charges for municipal utilities to be assessed, order preparation of proposed assessments and call for a public hearing on assessment of delinquent utility accounts.

A history of past delinquent amounts is shown below for Council review:

	SALES (1,000)	# of Delinquent Accounts	Assessable Charges	Non-Assessable Charges	Total Charges	Non-Assessable % of Sales
2008	$14,097	84	$15,350.66	$15,516.27	$30,866.93	0.110%
2009	$14,093	85	$14,031.43	$19,626.86	$33,658.29	0.139%
2010	$14,943	95	$14,115.13	$13,387.85	$27,502.98	0.090%
2011	$15,907	74	$15,324.54	$17,408.77	$32,733.31	0.109%
2012	$16,613	91	$16,687.21	$23,541.17	$40,408..40	0.142%
2013	$16,512	81	$22,058.51	$13,986.35	$36,044.86	0.085%
2014	$16,889	66	$ 8,556.89	$ 9,880.53	$18,437.42	0.059%
2015	$17,627	97	$ 9,912.86	$11,433.38	$21,346.24	0.065%
2016	$18,302	55	$ 6,407.23	$ 9,973.43	$16,380.66	0.054%
2017	$19,207	54	$ 7,377.55	$ 7,690.64	$15,068.19	0.0450
2018	$19,489	60	$14,253.49	$ 6,407.53	$20,661.02	0.033%
2019	$19,592	36	$ 4,938.55	$15,593.15	$20,531.70	0.080%
2020	$19,718	42	$ 5,094.11	$12,701.08	$17,795.19	0.064%

Assessable amounts are all amounts billed to our customers except tenant electrical charges, balances under $10, discharged bankruptcies, and death.

Collection efforts for unpaid charges begin when an account is one month delinquent. The customer receives a notice that includes the date of disconnection if no payments are made. This date would be when the account is two months past due.

Customers who move out of town and haven't paid their final bill still receive a final notice of the amount due. Accounts for tenant are submitted to the collection agency after three months of non-payment, and an unpaid utility account for a property owner account is collected at the transfer of ownership or through our assessment process.

As provided for in State Statutes, two actions are recommended at this time - calling for preparation of the assessment roll and scheduling a public hearing for November 9, 2020.

FISCAL IMPACT:

$17,795.19 in unpaid utility accounts exist as of May 31, 2020. The trend line for delinquent accounts from 2008 to 2020 goes up and down with some of the deviation related to the number of business accounts that have been delinquent. Business accounts are often larger and one or two can make a significant difference in the trend line.

ALTERNATIVES/VARIATIONS:
Do not act: No action to adopt the assessments can occur until a public hearing is conducted by the Council. Failure to call for the public hearing would put a stop to the assessment process.
Negative Vote: Charges cannot be assessed until a public hearing is held and the proposed assessments are officially adopted by the City Council.
Modification of the Resolution: This is always an option of the City Council.

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

SV/

NAME	SERVICE STREET ADDRESS	TOTAL	ELEC TOTAL	ASSESS	NON-ASSESS
TRACY HINES /CMI	201 1/2 MINNESOTA AVE S #4	95.00	86.87		86.87
TRENT L WALTON /CMI	201 PARK ROW 203	52.06	52.06	-	52.06
TERRI L JACKMAN /CMI	325 1/2 MINNESOTA AVE S #1	158.87	113.65	45.22	113.65
KAYLA V WHITE /BKRT	1619 THIRD ST S #7	86.28	85.17		85.17
JOSHUA D. HAUKOS	423 WABASHA ST W A	66.45	41.46	66.45	-
TAMMY JO HAUSER /CMI	1222 FIFTH ST S	734.26	286.81	447.45	286.81
JADE A SCHLINGMANN /CMI	429 PINE ST W #5	87.78	86.58		86.58
RICHARD A METTLER (DECEASED)	1005 WASHINGTON AVE S #204	18.94	18.66		18.66
CANDICE R WILLIAMS /CMI	429 WALNUT ST W	1,698.33	854.33	844.00	854.33
EVERT L JEFFRIES /CMI	703 NASSAU ST W	1,316.13	363.72	952.41	363.72
OREN L STRUCK	703 NASSAU ST W	96.85	38.16	96.85	-
ELLINE S SIMOTA /CMI	625 PARK ROW 104	160.78	160.78	-	160.78
COLE A DENISEN /CMI	625 PARK ROW #118	79.99	79.99	-	79.99
ADAM D FAY /CMI	408 BROADWAY AVE W 4 #	30.67	28.77		28.77
BENJAMIN MERCADO SR/CM	708 VALLEY VIEW RD	1,033.46	1,033.46	-	1,033.46
HOBBERS HWY 99 BAR & GRILL/CMI	43539 FRENCH HILL RD	5,328.89	5,328.89	-	5,328.89
JOHN & LISA VOLMARY	614 ASPEN CT N	64.43	39.82	64.43	-
GARRETT R RAEBEL /CMI	1322 MENK DR W	170.33	170.33	-	170.33
DEBORAH J PETERS /CMI	424 FIFTH ST N	678.84	251.52	427.32	251.52
TAYLOR J JOHNSON /CMI	1305 OLD MINNESOTA AVE #36	1,073.74	946.32	127.42	946.32
DAVID A. FILZEN	429 BROADWAY AVE W #1	89.00	59.90	89.00	-
TAMMY BAUM	603 MINNESOTA AVE N	970.20	310.87	659.33	310.87
MITCHELL W BROWN /CMI	521 1/2 MINNESOTA AVE N #2	82.57	59.17	23.40	59.17
GLADYS ANDERSON	215 FRONT ST N	248.23	127.84	120.39	127.84
LAURA P MENDOZA /CMI	4 SUMMIT PARK	266.44	192.72	73.72	192.72
DOROTHY M HARRIS /CMI	49 SUMMIT PARK	201.60	168.03	33.57	168.03
AMANDA M NYLANDER /CMI	203 SUMMIT PARK	458.74	369.15	89.59	369.15
CASEY L HELGET /CMI	203 SUMMIT PARK	352.37	235.90	116.47	235.90
JOSEPH DYKEMA /CMI	246 SUMMIT PARK	350.88	283.04	67.84	283.04
JACQUELYN M PETERSON /CMI	820 RONELL ST	661.65	224.81	436.84	224.81
ROBERT J. MUNDT	428 SWIFT ST W	258.35	98.59	159.76	98.59
ASHLEY S RILEY /CMI	1607 FIFTH ST N #10	31.97	31.40		31.40
NAWAL M WARSAME /CMI	1320 FIFTH ST N #29	50.42	48.83		48.83
SUMMER I BLACKFORD /CMI	604 KNIGHT ST #209	57.36	54.24		54.24
JOHN A REED (DECEASED)	624 KNIGHT ST #102	41.37	39.02		39.02
VICKI L FAY /CMI	624 KNIGHT ST #107	134.01	130.71		130.71
BOONE PROPERTIES - ATTN JIM BOONE	2129 BUNKER LN #21	27.08	24.77	27.08	-

NAME	SERVICE STREET ADDRESS	TOTAL	ELEC TOTAL	ASSESS	NON-ASSESS
BOONE PROPERTIES - ATTN JIM BOONE	2129 BUNKER LN #24	79.85	79.85	79.85	-
ANGELLA A ROBBINS /CMI	2133 BUNKER LN #5	211.61	206.76	4.85	206.76
BOONE PROPERTIES - ATTN JIM BOONE	2133 BUNKER LN #5	40.87	38.11	40.87	-
CRYSTAL S RODEWALD /CMI	1901 MERIDIAN ST #106	128.57	128.57	-	128.57
SETH A ENSER /CMI	1901 MERIDIAN ST #301	19.97	19.97	-	19.97
		-	-	-	-
		17,795.19	12,999.60	5,094.11	12,677.53
				TOTAL	17,795.19
					(0.00)

SCHEDULE FOR ASSESSMENTS

Oct. 12TH	Resolution calling for a public hearing on assessment of unpaid utility accounts, also ordering preparation of proposed assessments.
Oct. 16th	Property owners are sent a notification of the hearing date and the amount of their assessment by mail.
Oct. 29t / Nov 5th	Notice of a public hearing is published in the St. Peter Herald.
Nov 9th	Public Hearing Approve the resolution adopting assessments for unpaid utility accounts.
Nov 10th	Notice of assessment is mailed to property owners.
Dec 28th	Certification of the assessment is given to the County Auditor for assessment to affected property owners.

Property owners have thirty (30) days from the day the assessment was adopted to pay the assessment without interest.

If after 30 days the assessment has not been paid, interest will be charged from the day the assessment was adopted to December 31st of the succeeding year.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 –

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

RESOLUTION DECLARING UNPAID CHARGES FOR MUNICIPAL UTILITIES TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, various charges levied by the City for furnishing municipal utilities to residents and owners of property have not been paid and after having been properly billed to the occupant and owners of the premises served, are more than thirty (30) days past due; and

WHEREAS, said charges can be certified by the Director of Finance/Treasurer to the County Auditor to be extended on the tax rolls against the premises receiving the benefit of said utilities in the same manner as taxes and collected by the County Treasurer and paid to the City along with other taxes.

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

1. The cost for charges levied by the City should be assessed against the property in accordance with the procedures authorizing such assessment.

2. The Director of Finance/Treasurer shall calculate the proper amount of unpaid charges due to the City for municipal utilities against every assessable lot, piece or parcel of land within the City, without regard to cash value, as provided by law, as well as the names of the property owners. The Director of Finance/Treasurer shall file a copy of such proposed assessment in the administrator's office for public inspection.

3. The Director of Finance/Treasurer shall, upon completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October, 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

RESOLUTION CALLING FOR A PUBLIC HEARING DECLARING UNPAID CHARGES FOR MUNICIPAL UTILITIES TO BE ASSESSED

WHEREAS, by resolution adopted by the City Council on October 12, 2020, the Director of Finance/Treasurer was directed to prepare a proposed assessment of the unpaid cost of services rendered for municipal utilities provided by the City to various property owners in the City; and

WHEREAS, the Director of Finance/Treasurer has notified the Council that such proposed assessment has been completed and filed in the City Administrator's office for public inspection.

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

1. The City Council will consider the assessment of unpaid utility bills as of May 31, 2020.

2. The City Council shall conduct a public hearing on such proposed assessments on November 9, 2020 at approximately 7:00 p.m. As authorized by State Statute (M.S. 13D.021) the City Council meeting will be held both in-person (Senior Center of the St. Peter Community Center (600 South Fifth Street) and virtually due to the state-wide emergency. At that time, all persons owning property affected by such improvement will be given an opportunity to be heard. Log-in information for virtual appearance shall be made publically available prior to the date of hearing.

3. The Director of Finance/Treasurer is hereby directed to cause a notice of the hearing on the proposed assessment to be published in the official newspaper, which notice shall state the property proposed for assessment and the cost of providing such services. The Director of Finance/Treasurer shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two (2) weeks prior to the hearing.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October, 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF Saint Peter
WHERE HISTORY & PROGRESS MEET

Memorandum

TO: Todd Prafke
City Administrator

DATED: October 7, 2020

FROM: Sally Vogel
Finance Director

RE: Order preparation of assessments and call for a Public Hearing on Miscellaneous Charges

ACTION/RECOMMENDATION

Approve the resolutions ordering the preparation of assessments, and calling for a Public Hearing on Miscellaneous Charges.

BACKGROUND

In order to assess unpaid charges under State Statute, several actions are required: ordering preparation of the assessment roll; calling for a public hearing; holding the public hearing; and taking action to consider adoption of the assessments. It is our normal practice to begin this process in October.

Numerous miscellaneous charges are recommended for assessment following a public hearing to be scheduled November 9th. The miscellaneous charges include unpaid mowing fees which remain outstanding and charges for projects for which the property owners executed waiver of assessment agreements.

Property owners have been invoiced for the charges as follows:

- Three lawn mowing charges for Patricia Fox Estate ($315)
- One lawn mowing charge for the Jonathan Baum property ($150)
- One snow removal Lance and Nicole Weiner ($80.37)

The remaining charges are for improvements made to private property for which the property owner executed a waiver of assessment agreement.

See the attached listing of property and owners for details of projects that had arrangements to be completed.

It is appropriate at this time to declare unpaid charges to be assessed, order preparation of the proposed assessments, and call for a public hearing on the proposed assessment for November 9th at 7 p.m.

FISCAL IMPACT:

There will be expenditures related to publication of the notice of public hearing and notifications to the individual property owners.

ALTERNATIVES AND VARIATIONS:

Do not act: Staff will pursue other methods of collection.
Negative vote: Charges cannot be assessed until a public hearing is set.
Modification of the Resolution: This is always an option of the Council.

Please contact me if you have any questions or concerns.

SV/

DATE	PROJECT	HOUSE	STREET ADDRESS	RATE	Waiver Amt	ASSESS	NON-ASSESS	OWNER LAST	OWNER FIRST	years	PARCEL
17-Mar-20	S/C/G	620	N. 3rd St.	1.28	2,495.13	2,495.13	-	GRAVELIN/CASTEEN	THOMAS/ CHERYL	5	19.503.1220
18-Mar-20	S/C/G	523	N. 3rd St.	1.70	7,682.59	7,473.11	(209.48)	ALGER	LOREN/ EVELYN	10	19.503.0820
17-Mar-20	S/C/G	621	N. 3rd St.	1.70	4,591.91	4,016.51	(575.40)	BARNICK	ANDREW/ AMBER	10	19.503.0930
17-Mar-20	S/C/G	603	N. 3rd St.	1.28	2,675.14	2,363.29	(311.85)	DAVIS	ANDREW/ SARAH	5	19.503.0890
17-Mar-20	S/C/G	514	N. 3rd St.	1.70	3,099.08	2,938.82	(160.26)	FREEMAN	THOMAS/ CYNTHIA	10	19.503.1310
17-Mar-20	S/C/G	515	N. 3rd St.	1.28	2,487.98	2,487.98	-	SALFER	BRIAN/ MANDY	5	19.503.0800
17-Mar-20	S/C/G	607	N. 3rd St.	1.70	5,501.21	4,862.29	(638.92)	ALDERKS	ABETH	10	19.503.0905
17-Mar-20	S/C/G	625	N. 3rd St.	1.28	1,554.42	1,554.42	-	ENTER	BRIAN/ TAMMY	5	19.503.0920
17-Mar-20	S/C/G	604	N. 3rd St.	1.28	2,495.13	2,406.93	(88.20)	BUSHAW	DAVID/ TRESSA	5	19.503.1230
17-Mar-20	S/C/G	520	N. 3rd St.	1.70	2,549.40	2,556.49	7.09	ZALLEK	MARK/ NANCY	10	19.503.1300
17-Mar-20	S/C/G	503	N. 3rd St.		1,001.44	1,001.44	-	WEISGERBER	RICHARD/ CHERYL	DEFERRED	19.503.0780
17-Mar-20	S/C/G	519	N. 3rd St.	1.70	5,476.80	4,292.66	(1,184.14)	CONROY	ELIZABETH	10	19.503.0810
17-Mar-20	S/C/G	502	N. 3rd St.	1.28	1,701.13	1,701.13	-	BROWN	COREY/ CHERYL	5	19.503.1320
1-May-20	S/C/G	314	S. Wash.		2,296.88	2,296.88	-	TIMMERMAN	RONALD/ JANE	DEFERRED	19.412.0050
29-Apr-20	S/C/G		Bunker Lane	1.70	3,483.11	3,483.11	-	BOONE PROPERTIES LLC		10	19.883.0010

96

1-May-20	S/C/G	302 S. Wash.		358.58	-	(358.58)	Lietz	Carol	PAID IN FULL	19.791.3640
1-May-20	S/C/G	809 S. 5th St	1.28	1,038.98	1,038.98	-	Huber	Brenden	5	19.412.1860
43964	S/C/G	406 W. Myrtle		1060.5	-	(1,060.50)	Hotzfield LLC	Robert Hotzfield	PAID IN FULL	19.412.1590
13-May-20	S/C/G	803 S. 5th St	1.70	3,326.93	3,326.93	-	Seham	Amy	10	19.412.1850
13-May-20	S/C/G	704 N. 3rd St.	1.28	1,663.20	1,663.20	-	Thomas and Will	Robert and Diane	5	19.503.1200
13-May-20	S/C/G	508 Elm St,	1.70	3,092.78	3,295.43	202.65	GEYEN	JOHN PAUL AND HANNAH	10	19.412.0760
17-May-20	S/C/G	722 S. 5th St		4,446.49	-	(4,446.49)	Bryan Sr.	Roy	PAID IN FULL	19.412.1100
21-May-20	S/C/G	1203 S. 5th St	1.28	2,013.90	2,013.90	-	Cselovski	Cassandra	5	19.412.2180
12-May-20	S/C/G	1015 S. Wash.	1.28	1,087.28	2,464.61	1,377.33	Control Products Assoc Inc.	c/o Scott Shehels	5	19.412.0860
1-May-20	S/C/G	1024 S. Wash.	1.70	4,134.11	4,045.39	(88.72)	Geringer and Leftridge	Aaron and Charlie	10	19.412.0810
2-Sep-20	PRIVATE SEWER LINE	1309 N. Wash	1.70	7,500.00	7,500.00	-	Gregor	Corey and Lauren	10	19.791.0020
27-Feb-20	SNOW REMOVAL	608 Bassford St.	1.00	80.37	80.37	-	Weiner	Lance C. and Nicole J.	1	19.879.0010
15-Jul-20	LAWN MOWING	628 N. 7th St.	1.00		105.00		Fox	Patricia A.	1	19.791.1310
11-Aug-20	LAWN MOWING	628 N. 7th St.	1.00		105.00		Fox	Patricia A.	1	19.791.1310

10-Jun-20	LAWN MOWING	628 N. 7th St.	**1.00**		105.00	Fox	Patricia A.	1 19.791.1310
14-Sep-20	LAWN MOWING	603 N. MN Ave	**1.00**		150.00	Baum	Jonathan	1 19.794.0380
				78,894.47	71,824.00			
9-Mar-20	**SNOW REMOVAL**	**2005 Essler St.**			**80.37**		**Aleichem Property Management LLC**	19.833.0590

PAID IN FULL

INVOICED WAITING PAYMENT

S/C/G = Sidewalk, curb, gutter

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 –

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

RESOLUTION DECLARING UNPAID CHARGES TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT OF MISCELLANEOUS CHARGES

WHEREAS, various charges levied by the City for furnishing services and after having been properly billed to the occupant and owners of the premises served, are more than thirty (30) days past due; and

WHEREAS, said charges can be certified by the Director of Finance/Treasurer to the County Auditor to be extended on the tax rolls against the premises receiving the benefit of said charges in the same manner as taxes and collected by the County Treasurer and paid to the City along with other taxes.

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

1. The cost for charges levied by the City should be assessed against the property in accordance with the procedures authorizing such assessment.

2. The Director of Finance/Treasurer shall forthwith calculate the proper amount of unpaid charges due to the City for services, and removal of snow/weeds against every assessable lot, piece or parcel of land within the City, without regard to cash value, as provided by law, as well as the names of the property owners, and the Director of Finance/Treasurer shall file a copy of such proposed assessment in the administrator's office for public inspection.

3. The Director of Finance/Treasurer shall, upon completion of such proposed assessment, notify the Council thereof.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, and this 12th day of October 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020-

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

RESOLUTION CALLING FOR PUBLIC HEARING ON ASSESSMENT OF MISCELLANEOUS CHARGES

WHEREAS, by a resolution adopted by the City Council on October 12th, 2020 the City Finance Director was directed to prepare a proposed assessment for City services and projects; and

WHEREAS, the City Administrator has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. The City Council shall conduct a public hearing on such proposed assessments on November 9, 2020 at approximately 7:00 p.m. As authorized by State Statute (M.S. 13D.021) the City Council meeting will be held both in-person (Senior Center of the St. Peter Community Center (600 South Fifth Street) and virtually due to the state-wide emergency. At that time, all persons owning property affected by such improvement will be given an opportunity to be heard. Log-in information for virtual appearance shall be made publically available prior to the date of hearing.

2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published in the official newspaper, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Director, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. He may at any time thereafter, pay to the Finance Director the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 13, 2020 or interest will be charged through December 31 of the succeeding year.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2020 -

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

RESOLUTION CALLING FOR CLOSED SESSION

WHEREAS, Minnesota Statutes 13D.05 (Subd. 3)(c)(3) allows for closed session of the Council for discussion "to develop or consider offers or counteroffers for the purchase or sale of real or personal property"; and

WHEREAS, an offer has been submitted to purchase the City owned property at 1830 Freeman Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the City Council will meet in closed session as provided for under Minnesota Statutes 13D.05 (Subd. 3)(c)(3) to consider negotiations related to the possible sale of the City owned lot at 1830 Freeman Drive.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 12th day of October, 2020.

_____
Charles Zieman
Mayor

ATTEST:

_____
Todd Prafke
City Administrator