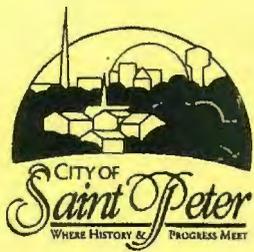


**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, July 25, 2016
Community Center Governors' Room - 7:00 p.m.

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. PUBLIC HEARINGS**
 - A. Rezoning Request: 1703 North Third Street
 - B. Revolving Loan Program Modifications
- IV. APPROVAL OF MINUTES**
- V. VISITORS**
 - A. Scheduling of Visitor Comments on Agenda Items
 - B. General Visitor Comments
- VI. APPROVAL OF CONSENT AGENDA ITEMS**
- VI. UNFINISHED BUSINESS**
 - A. Chicken Regulations
- VIII. NEW BUSINESS**
 - A. Ameresco Energy Savings Feasibility Analysis Agreement
 - B. Rezoning Request: 1703 North Third Street
 - C. Revolving Loan Fund Modifications
 - E. Regional Economic Development Alliance Agreement
 - E. Soccer Association Donation
 - F. Naming of City Parks
 - G. BENCO Electric Service Territory Agreement
 - H. Hospital Anesthesia System Purchase
 - I. Traverse des Sioux Library Cooperative Contract Renewal
- IX. REPORTS**
 - A. MAYOR**
 - B. CITY ADMINISTRATOR**
 - 1. Coalition of Greater Minnesota Cities Summer Conference
 - 2. Joint City Council/Hospital Commission Committee Meeting
 - 3. Others
- X. ADJOURNMENT**

Office of the City Administrator
Todd Prafke



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. PUBLIC HEARINGS

A. **PUBLIC HEARING ON REZONING REQUEST BY JESSE LAGER (LAGER LAND COMPANY)**

A public hearing has been scheduled at this time to receive comment on the request for rezoning of the rezoning of Lot 1 and the south ½ of vacated Rice Street and ½ of the north-south alley abutting Lot 1, Block 92, Plat of Traverse des Sioux, City of Saint Peter, Nicollet County, Minnesota as petitioned by the property owner Lager Land Company (Jesse Lager) owns two adjoining parcels of land on North Third Street. The first parcel includes Lot 1, Block 92 and the abutting vacated Rice Street and alley. This property is zoned (I-2) General Industrial. The second parcel includes Lots 2-5, Block 92 and the abutting vacated alley lying to the east of Lots 2-5. This parcel is zoned (C-4) Highway Service Commercial. The petition seeks to rezone the first parcel to C-4. Notice of the public hearing has been duly published in the St. Peter Herald and affected property owners have been notified. Action to consider adoption of the proposed rezoning is included under NEW BUSINESS.

B. **PUBLIC HEARING ON BUSINESS SUBSIDY (REVOLVING LOAN) PROGRAM MODIFICATIONS**

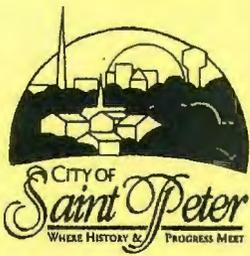
A public hearing has been scheduled at this time to receive comment on the proposed modifications to the City's business subsidy (revolving loan) program regulations. Notice of the public hearing has been duly published in the St. Peter Herald. Action to consider adoption of the proposed revolving loan modifications will be considered under NEW BUSINESS.

IV. APPROVAL OF MINUTES

A copy of the minutes of the June 27, 2016 regular Council meeting is attached for approval. A MOTION is in order.

V. VISITORS

A. **Scheduling of Visitor Comments on Agenda Items**



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

B. General Visitor Comments

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

VI. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for June 23, 2016 through July 7, 2016, is attached. Please see the attached staff reports and RESOLUTION.

VII. UNFINISHED BUSINESS

A. ADOPTION OF AN ORDINANCE MODIFYING CITY CODE TO ALLOW KEEPING OF CHICKENS AND A RESOLUTION MODIFYING THE MUNICIPAL FEE SCHEDULE

Staff has developed a draft ordinance that would modify the City Code to allow the keeping of chickens within the corporate limits of Saint Peter under certain conditions. If approved, staff would also recommend a modification to the fee schedule to provide for permitting and inspection fees. Please see the attached staff report, ORDINANCE, and RESOLUTION.

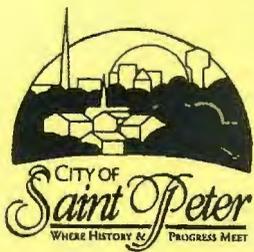
VIII. NEW BUSINESS

A. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF ENERGY SAVINGS FEASIBILITY ANALYSIS AGREEMENT WITH AMERESCO

Staff recommends authorization be provided for execution of an agreement with Ameresco to perform an energy savings feasibility analysis for the City. Please see the attached staff report and RESOLUTION.

B. ADOPTION OF AN ORDINANCE APPROVING REZONING PETITION SUBMITTED BY JESSE LAGER FOR THE PROPERTY AT 1703 NORTH THIRD STREET

Following the public hearing, it is appropriate to consider action to rezone the property as petitioned and recommended by the Planning and Zoning Commission. Please see the attached staff report and ORDINANCE.



C. ADOPTION OF A RESOLUTION ADOPTING MODIFICATIONS TO THE CITY'S REVOLVING LOAN FUND PROGRAM

Following the public hearing, it is appropriate to consider action on the Economic Development Authority's recommendations for modifications to the City's revolving loan program. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF RENEWAL AGREEMENT WITH GREATER MANKATO GROWTH FOR REGIONAL ECONOMIC DEVELOPMENT AUTHORITY MEMBERSHIP

Staff recommends authorization be provided for execution of a renewal contract for the City's membership in REDA. Please see the attached staff report and RESOLUTION.

E. ADOPTION OF A RESOLUTION ACCEPTING SOCCER CLUB DONATIONS AND AUTHORIZING CONSTRUCTION OF SOCCER RINK AT VETERANS MEMORIAL PARK

The Saint Peter Soccer Club wishes to donate a total of \$30,000 over two years to fund a portion of the costs for construction of a soccer rink at Veterans Memorial Park. As per the City's donation policy, formal Council action is required for acceptance of a donation of this amount. Please see the attached staff report and RESOLUTION.

F. ADOPTION OF A RESOLUTION NAMING TWO CITY PARKS

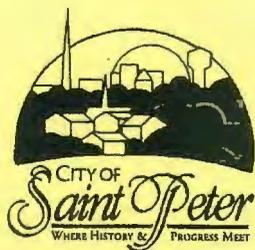
The Parks and Recreation Advisory Board has recommended names for the new park in Traverse Green Subdivision and the new City park being constructed adjacent to the new high school. Please see the attached staff report and RESOLUTION.

G. ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF ELECTRIC SERVICE TERRITORY AGREEMENT WITH BENCO COOPERATIVE

Construction of the new high school and Traverse Green Subdivision have resulted in negotiations with BENCO Cooperative for electric service territory adjustments as authorized by State law. Staff recommends approval. Please see the attached staff report and RESOLUTION.

H. ADOPTION OF A RESOLUTION AUTHORIZING PURCHASE OF ANESTHESIA SYSTEM FOR RIVER'S EDGE HOSPITAL AND CLINIC

The Hospital Commission recommends approval be provided for purchase of a replacement anesthesia system for River's Edge Hospital and Clinic. Please see the attached staff report and RESOLUTION.



I. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF RENEWAL CONTRACT WITH TRAVERSE DES SIOUX LIBRARY SYSTEM

The City has contracted with Traverse des Sioux (TdS) Library System for many years. TdS provides for certain library services that City staff is unable to provide. Staff recommends approval be provided for execution of a renewal contract for these services. Please see the attached staff report and RESOLUTION.

IX. REPORTS

A. MAYOR

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

B. CITY ADMINISTRATOR

1. REPORT ON COALITION OF COALITION OF GREATER MINNESOTA CITIES CONFERENCE

A report will be provided at this time on the annual summer conference of the Coalition of Greater Minnesota Cities attended by Councilmember Brand.

2. REPORT ON JOINT CITY/HOSPITAL COMMISSION COMMITTEE OF THE WHOLE MEETING

A report will be provided at this time on discussion at the joint City Council/Hospital Commission Committee of the Whole meeting held on July 20th.

3. OTHERS

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

IX. ADJOURNMENT

Office of the City Administrator
Todd Prafke

CITY OF SAINT PETER, MINNESOTA

PUBLIC HEARING PROCESS AND PROCEDURES

Public hearings conducted at City Council meetings will include an opportunity for the general public and interested parties to hear and see all information and to ask questions, provide additional information, express support or opposition, and/or suggest modifications to the proposal.

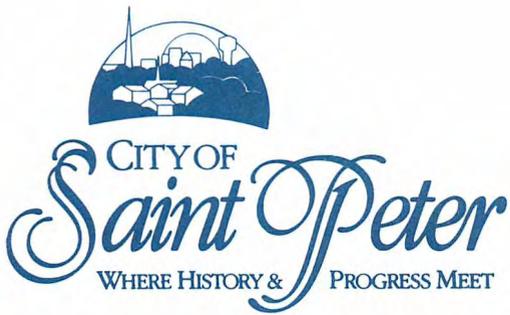
The Mayor will conduct the public hearing. He/she will explain the procedure to be followed before the hearing begins. The public will be allowed to participate and must follow the rules of conduct. Hearings are formal proceedings and will be conducted as such. While everyone will be given an opportunity to participate, comments should be germane to the topic at hand and concise. If many people share the same viewpoint, the City Council encourages the appointment of a spokesperson to avoid repetitive testimony.

The public hearing will be conducted in the following manner:

1. Staff Presentation - City staff, or consultants employed by the City, will identify the issue of the hearing, explain any pertinent laws or regulations associated with the issue; and the steps being taken by the City.
2. Applicant's Presentation - In this portion of the hearing, the applicant (if applicable) has the opportunity to present his or her case. However, no statement either for or against the proposal should be accepted at this point.
3. Public Comment – Once staff and the applicant have completed their background information, the public will be allowed to speak.

All speakers in the public comment portion of the hearing will be limited to five (5) minutes. The Mayor may allow extended time at his/her discretion. All speakers will be encouraged to present factual evidence for public consideration and to refrain from broad statements without any basis of fact. Speakers may provide written materials to the Council. The Council will listen to testimony, but will refrain from engaging in discussion with the speakers.

After all evidence and testimony has been received and everyone has been given an opportunity to be heard, the public hearing will be closed by the Mayor. Action on the hearing issue may or may not be scheduled for later in the meeting. If action is to be taken, the City Council will discuss the issue in open session. During the Council discussion portion of the meeting, citizens will no longer be allowed to participate.



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/19/2016

FROM: Todd Prafke
City Administrator

RE: Public Hearing – Rezoning Request

ACTION/RECOMMENDATION

Provide for a public hearing on a request for rezoning of the property at 1703 North Third Street.

BACKGROUND

The City Council has scheduled a public hearing regarding the petitioned rezoning of the property at 1703 North Third Street for 7:00 p.m., Monday, July 25, 2016. It is recommended the public hearing be convened at this time.

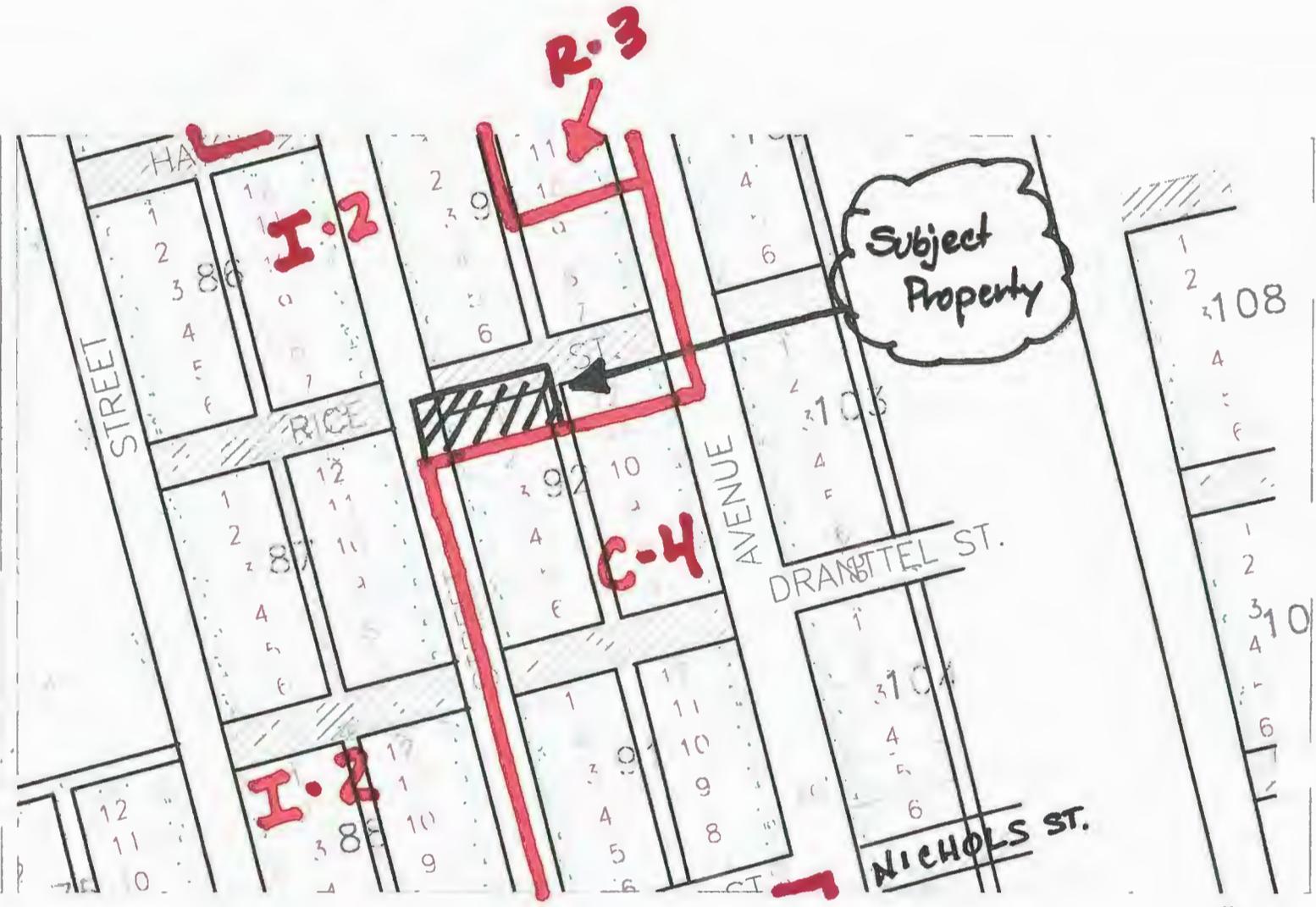
Action on the proposed rezoning is scheduled under NEW BUSINESS.

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

TP/bal

St. Peter, MN

- Base Map - 2/12'**
- Street Text - In ROW
 - Street ROW
 - Street Pavement
 - Street Pavement - Private
 - Street Dimensions
 - Vacated Streets
 - Lakes & Rivers
 - Lakes & Rivers Text
 - Railroad
 - Railroad Text
 - Buildings
 - Building Text
 - Park
 - Park Text
 - School Text
 - Storm Ponds
- Lot Information - 2/12'**
- Subdivision Names

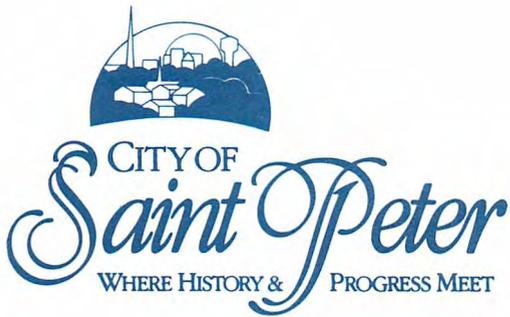


SCALE 1 : 2,424





T. H. 169



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/19/2016

FROM: Todd Prafke
City Administrator

RE: Public Hearing – Business Subsidy Loan Program Modifications

ACTION/RECOMMENDATION

Provide for a public hearing on proposed modifications to the City's revolving loan program guidelines.

BACKGROUND

As required by City Council for the issuance of business subsidies, a public hearing has been scheduled for Monday, July 25th to consider proposed modifications to the revolving loan program.

Notice of the public hearing has been duly published in the St. Peter Herald and included on the public notices section of the City's website.

It is recommended the public hearing be convened at this time.

Action on the proposed modifications is scheduled under NEW BUSINESS.

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

TP/bal

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS

**MINUTES OF THE CITY COUNCIL MEETING
JULY 11, 2016**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Governors' Room of the Community Center on July 11, 2016.

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

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

Approval of Minutes – A motion was made by Carlin, seconded by Parras, to approve the minutes of the June 27, 2016 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the June 27, 2016 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 19.

Consent Agenda – In motion by Kvamme, seconded by Grams, Resolution No. 2016-103 entitled, "Resolution Approving Consent Agenda", was introduced. Councilmember Grams questioned what percentage of utility meters were being replaced as part of the meter purchase on the consent agenda. City Administrator Prafke indicated that less than 50 meters were being replaced as part of the 100 meter pilot program approved by the Council. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2016-103 is contained in the City Administrator's book entitled Council Resolutions 21.

Chicken Regulations – City Administrator Prafke reviewed the draft ordinance that would allow keeping of chickens within the City limits. Prafke noted the ordinance restricted the number of chickens to three or less; only allowed for hens; identified a permit process for keeping of the birds that would require annual inspections and renewal of the permit; stipulated the size and construction materials of the coop and run; location restricted to private property; and specified what must be done for sanitation of the birds and food. Prafke noted that there were several differences in the proposed ordinance from those adopted by other cities most of which required written approval by neighbors before a permit was issued. Prafke also pointed out that the ordinance was designed to be effective September 1st to allow staff time to develop the process and paperwork necessary for the permitting process. Finally, Prafke noted that permits and renewal of permits would come before the Council in the same manner as other permits are approved with first time permits having separate Council action and renewals being included on the consent agenda.

Councilmember Pfeifer expressed his opposition to the keeping of chickens in the City. Pfeifer indicated his belief that the City is a progressive City and the ordinance pushes the calendar back 60 years. Pfeifer also expressed concerns about the chickens attracting predators which might carry rabies.

Councilmembers Brand and Parras stated their beliefs that predators like skunks, raccoons, and coyotes are already in the community.

Mayor Zieman questioned whether restrictive covenants in certain subdivisions would prohibit keeping of chickens. City Attorney Brandt indicated any violations of restrictive covenants would be enforced through a civil action of the subdivision property owners and the ordinance would allow the City to enforce the regulations in other areas of the community.

Councilmembers Brand and Kvamme had recommendations and/or questions regarding many sections of the proposed ordinance including grammatical and formatting changes; requests for terminology clarifications; issues with lack of restrictions regarding where coops/runs can be constructed (i.e. front yard vs. back yards), size of coops/runs and screening; setback regulations; control of temperature in the coop; storage of feces; and other items.

After lengthy discussion, and a request by City Attorney Brandt to allow staff to develop a redlined version showing all the proposed changes, a motion was made by Brand, seconded by Kvamme, to table action on the proposed ordinance until the next workshop for future discussion. With Councilmembers Kvamme, Carlin, Parras, Brand and Mayor Zieman voting aye, Councilmembers Pfeifer and Grams voting nay, the motion carried.

With action on the proposed Ordinance tabled, no further action was taken regarding modification to the municipal fee schedule to establish a permitting and inspection fee for keeping of chickens.

Traverse Green Subdivision Private Development Request For Proposals – Community Development Director Wille presented a draft request for proposals (RFP) for private development of the 15.56 Outlot D of Traverse Green Subdivision. Wille reminded Councilmembers the subdivision had been platted with the intention of the Outlot being privately developed as an alternative to the Building Better Neighborhoods model for homes valued in excess of \$250,000. Wille pointed out the expected costs to the developer which included sharing in costs for the extension of Clark Street, sanitary sewer, stormwater retention pond and park development through a parkland dedication fee and possible partnership with the City on development. Wille also reported construction on the development would be required to begin by June 1, 2017 and stated staff would distribute the information to realtors, contractors, bankers, and others who might be interested in submitting a proposal.

Councilmembers discussed the merits of including the \$250,000 valuation information in the proposal with Councilmember Parras suggesting a higher amount might be appropriate. Councilmember Grams questioned what sort of partnership the City would have with the developer. City Administrator Prafke indicated the language was added to the proposal to give developers some options and it was possible, but not required, that the City would allow some of the improvement costs to be assessed to the properties as a partnership.

In motion by Kvamme, seconded by Brand, Resolution No. 2016-104 entitled "Resolution Approving Request For Proposals (RFP) For Private Development Of Outlot D, Traverse Green Subdivision And Authorizing Solicitation Of Development Proposals" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2016-104 is contained in the City Administrator's book entitled Council Resolutions 21.

Gardner Road Right-of-Way Plat #4 – Community Development Director Wille presented the Planning and Zoning Commission recommendation for approval of the Gardner Road Right-Of-Way Plat #4 which was necessary to construct a roundabout at the intersection of West Broadway Avenue and Gardner Road at the entrance to the new high school. In motion by Grams, seconded by Carlin, Resolution No. 2016-105 entitled “Resolution Adopting City Of Saint Peter Road Right-Of-Way Plat No. 4” was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2016-105 is contained in the City Administrator’s book entitled Council Resolutions 21.

Executive Session – City Administrator Prafke requested a closed session to discuss the Schafer Construction lawsuit with Special City Attorney Peter Mikkail of Briggs and Morgan. Prafke noted the closed session, which was covered under attorney-client privilege discussion, was allowed under State Statute. In motion by Brand, seconded by Carlin, Resolution No. 2016-106 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. 2016-106 is contained in the City Administrator’s book entitled Council Resolutions 21.

The Council adjourned to closed session at 8:07 p.m.

The Council returned to open session at 8:36 p.m.

Schafer Lawsuit Settlement – City Administrator Prafke recommended acceptance of a settlement reached through mediation in the case of Schafer Contracting Co. Inc. vs. City of Saint Peter, Et al. Special City Attorney Peter Mikkail of Briggs and Morgan also recommended acceptance of the settlement agreement which would result in the City receiving \$118,500 in cash, new parts for the insides of the downstream defenders, and covers that will allow access for City employees to do maintenance. Mikkail indicated acceptance of the settlement agreement would constitute a complete conclusion to the lawsuit and a release of all claims between the litigants. Mikkail noted one change to the proposed resolution which had been distributed after the closed session and asked for the NOW, THEREFORE statement to be modified to read, “...The City Administrator is hereby authorized to enter into the Settlement Agreement and Release as provided by the Mediator, and approved by Counsel for the City, to be effective June 23, 2016.” In motion by Carlin, seconded by Kvamme, Resolution No. 2016-107 entitled “Resolution Accepting Settlement Offer In Schafer Contracting Co. Inc. Vs. City Of Saint Peter, Et Al” was introduced as modified. Upon roll call, with all in favor, the Resolution was declared passed and adopted as modified. A complete copy of Resolution No. 2016-107 is contained in the City Administrator’s book entitled Council Resolutions 21.

Councilmember Kvamme questioned whether the payment being made to the City by the League of Minnesota Cities Insurance Trust would cover the City’s legal fees. City Administrator Prafke noted LMCIT was providing \$40,000 in additional payment to the City towards the City’s \$50,000 deductible and indicated the amount was above and beyond the settlement cash amount. Prafke estimated the LMCIT funds would cover the City’s legal fees and mediation costs.

Reports

Mayor’s Report – Mayor Zieman congratulated the Chamber of Commerce on a successful Fourth of July event.

Traverse Green Subdivision Lot Sales – City Administrator Prafke reported the “land rush” sale of lots in Traverse Green Subdivision had been relocated to the Senior Center beginning at 8:00 a.m. on July 13th.

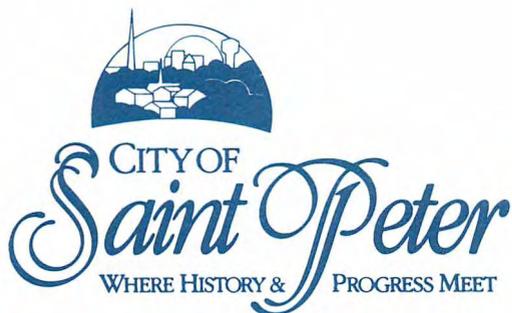
Mayor Zieman encouraged Councilmembers to attend the Committee of the Whole joint meeting with the Hospital Commission on July 20th. City Administrator Prafke noted the meeting will include information on the Hospital’s ability to finance an expansion.

There being no further business, a motion was made by Parras, seconded by Carlin, to adjourn. With all in favor, the motion carried and the meeting adjourned at 8:46 p.m.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: July 14, 2016

FROM: Pete Moulton
Director of Public Works

RE: Water Meters for Advanced Metering Infrastructure (AMI) System

ACTION/RECOMMENDATION

Approve the purchase of 132 residential water meters that are with RF water node with iron and cable from Eaton Cooper Power Systems of Minneapolis, Minnesota in the amount of \$14,541.12 including freight charges in the amount of two percent.

BACKGROUND

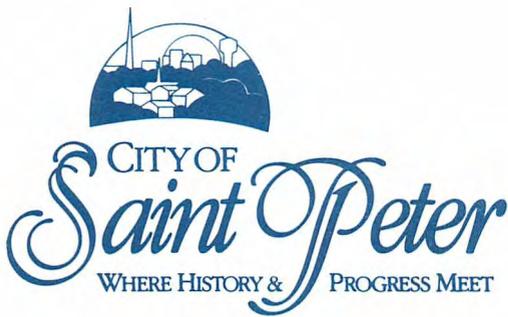
City staff has been working with Eaton Cooper to implement an “Advanced Metering Infrastructure” (AMI) system which is capable of reading electric and water meters through a radio frequency (RF) system connected to our existing City computer backbone.

In this second segment utility staff will be installing new electric meters capable of transmitting a RF signal to a receiver. The signal is then collected and transmitted to the City’s computer system through our existing fiber optic network system.

Once the system is operational, staff would add collector meters to the system and pull in the monthly readings. Both water and electric meters will have the capability of communicating to and receiving information from the City’s server. The new smart meters will be used to replenish the depleted water department inventory.

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

PM/amg



Memorandum

TO: Todd Prafke
City Administrator

DATE: July 11, 2016

FROM: Pete Moulton
Director of Public Works

RE: Replacement Elgin Geo-Vac Main Impeller

ACTION/RECOMMENDATION

Authorize repairs to Elgin Geo-Vac from MacQueen Equipment of St. Paul, Minnesota in an estimated amount of \$13,912.31.

BACKGROUND

The 2005 Elgin Geo-Vac SC8000 Sweeper currently has 6,302 hours. The vacuum portion of this sweeper has 5,250 hours. The Elgin Geo-Vac averages about 205 working hours annually for the Street Section. The main impeller bearing on the Elgin Geo-Vac has failed due to a broken grease line. Due to the dirty environment the street sweepers are exposed to, all of our sweepers are built with autolubers. An autoluber feeds grease to all bearings through plastic feeder lines on a timed basis. Due to the location of the feeder line for the impeller bearing, the fact that it had broken off was not noticed and hence the failure of the bearing.

The City currently has two street sweepers within our fleet; one is a mechanical type, and one is the Elgin Geo-Vac that is a vacuum type. The Elgin Geo-Vac is mainly used to pick up the fine particles of dust and small rock along the curbs. It is critical to repair this for our sweeping operations. The main impeller is essential to this vacuum type sweeper because it supplies the air flow for picking up the debris from the road surface and disposes it into the containment portion of the truck.

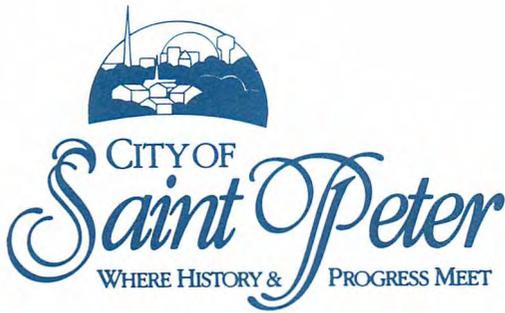
Staff contacted Mac QueenEquipment for the repairs as they are the only vendor that can service the Elgin Geo-Vac and MacQueen provided an estimate to replace the fan and coupler assembly. However, caution is advised that given the unit has not been disassembled, the true scope of work may be different than the cost estimate.

Staff is recommending that MacQueen Equipment be authorized to complete the repair in the estimated amount of \$13,912.31.

Funding for the main impeller replacement will come from the 2016 Street Maintenance Budget.

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

PM/TM/amg



Memorandum

TO: Todd Prafke
City Administrator

DATE: 7/21/2016

FROM: Cindy Moulton
Administrative Secretary

RE: Renewal License Applications

ACTION/RECOMMENDATION

Provide approval of two renewal license applications.

BACKGROUND

The Church of St. Peter will be holding their annual fundraiser on September 25, 2016 at the Church of St. Peter, 1801 Broadway Avenue. They have applied for a Temporary On-Sale Liquor and Temporary Gambling License in order to allow the sale of liquor and conduct raffles.

Please place these items on the July 25, 2016 City Council consent agenda.

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

CKM

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
4 THE TEAM, LLC	neary uniform allow.	GENERAL FUND	FIRE	27.00	
	neary uniform allow.	GENERAL FUND	STREETS	<u>3.00</u>	
			TOTAL:	30.00	
AFFILIATED CREDIT SERVICES	june collections	ELECTRIC FUND	CUSTOMER ACCOUNTS	<u>49.58</u>	
			TOTAL:	49.58	
WAYNE ALBERS	lunch mtg transit planning	TRANSIT	TRANSIT/TRANSPORTATION	<u>25.13</u>	
			TOTAL:	25.13	
ALLSTATES PAVEMENT RECYCLING & STABILI	asphalt	GENERAL FUND	STREETS	2,325.00	
	asphalt	GENERAL FUND	STREETS	<u>3,840.00</u>	
			TOTAL:	6,165.00	
ALPHA WIRELESS COMMUNICATIONS CO	ltr radio maintenance	GENERAL FUND	MUNICIPAL BUILDING	59.51	
	ltr radio maintenance	GENERAL FUND	PUBLIC WORKS ADMIN	83.31	
	ltr radio maintenance	WATER	ADMIN AND GENERAL	57.02	
	ltr radio maintenance	WASTE WATER FUND	ADMIN AND GENERAL	51.57	
	technical service on porta	ENVIRON SERVICES F	ADMIN AND GENERAL	257.25	
	ltr radio maintenance	ELECTRIC FUND	ADMIN AND GENERAL	<u>51.59</u>	
			TOTAL:	560.25	
AMAZON	ink cartridges	GENERAL FUND	CITY ADMINISTRATION	284.99	
	ink cartridges	GENERAL FUND	POLICE	8.96	
	ink cartridges	GENERAL FUND	POLICE	577.24	
	ink cartridges	GENERAL FUND	STREETS	32.87	
	ink cartridges	GENERAL FUND	STREETS	98.51	
	ink cartridges	GENERAL FUND	PARKS	26.30	
	ink cartridges	GENERAL FUND	PARKS	78.81	
	ink cartridges	GENERAL FUND	ECONOMIC DEVMT	140.03	
	summer reading program sup	LIBRARY FUND	LIBRARY	8.48	
	ink cartridges	LIBRARY FUND	LIBRARY	179.55	
	ink cartridges	LIBRARY FUND	LIBRARY	131.50	
	summer reading supplies	LIBRARY FUND	LIBRARY	94.64	
	summer reading program sup	LIBRARY FUND	LIBRARY	80.54	
	non-fiction media	LIBRARY FUND	LIBRARY	256.86	
	ink cartridges	WATER	ADMIN AND GENERAL	13.15	
	ink cartridges	WATER	ADMIN AND GENERAL	39.40	
	ink cartridges	WATER	CUSTOMER ACCOUNTS	12.42	
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	13.15	
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	39.40	
	ink cartridges	WASTE WATER FUND	CUSTOMER ACCOUNTS	12.42	
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	13.15	
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	39.41	
	ink cartridges	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	12.43	
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	32.87	
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	98.51	
	ink cartridges	ELECTRIC FUND	CUSTOMER ACCOUNTS	12.42	
	paws walk	RESTRICTED CONTRIB	COMMUNITY SERVICE	<u>9.88</u>	
			TOTAL:	2,347.89	
	AMERICAN RED CROSS	cpr/1st aid training for s	GENERAL FUND	RECREATION/LEISURE SER	<u>57.00</u>
				TOTAL:	57.00
	AQUA SOLUTIONS, INC	micron carbon filter	WASTE WATER FUND	SOURCE/TREATMENT	<u>102.00</u>
				TOTAL:	102.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARROW ACE HARDWARE INC	weed control	GENERAL FUND	MUNICIPAL BUILDING	13.98
	speed trailer repair	GENERAL FUND	POLICE	2.72
	weed killer, spraypaint, &	GENERAL FUND	FIRE	22.57
	bits, hose clamps	GENERAL FUND	STREETS	8.30
	twine, sprayer	GENERAL FUND	STREETS	49.97
	#713 nipples	GENERAL FUND	STREETS	6.76
	pool supplies	GENERAL FUND	SWIMMING POOL	238.34
	round up, line, sprayer	GENERAL FUND	PARKS	159.80
	bits, hose clamps	GENERAL FUND	PARKS	8.30
	plumbing part, painting su	LIBRARY FUND	LIBRARY	37.77
	plumbing part, painting su	COMMUNITY CENTER	COMMUNITY CENTER	82.52
	bits, hose clamps	WATER	DISTRIBUTION AND STORA	4.15
	bolts & trim line	WATER	DISTRIBUTION AND STORA	3.21
	butt splice	WATER	DISTRIBUTION AND STORA	22.49
	couplings	WATER	DISTRIBUTION AND STORA	21.12
	cement	WATER	DISTRIBUTION AND STORA	6.59
	bolts & wheel	WASTE WATER FUND	COLLECTOR/LIFT STAT	19.42
	bits, hose clamps	WASTE WATER FUND	SOURCE/TREATMENT	4.15
	bolts & trim line	WASTE WATER FUND	SOURCE/TREATMENT	3.21
	flower water cart valve, h	ENVIRON SERVICES F	REFUSE DISPOSAL	35.97
	bits, hose clamps	ENVIRON SERVICES F	REFUSE DISPOSAL	4.15
	tie downs & knives	ENVIRON SERVICES F	REFUSE DISPOSAL	50.97
	saw, blades foam	ELECTRIC FUND	POWER DISTRIBUTION	367.60
	bits, hose clamps	ELECTRIC FUND	POWER DISTRIBUTION	8.30
	bits, hose clamps	STORMWATER FUND	TREATMENT	4.17
	bolts & trim line	STORMWATER FUND	TREATMENT	3.22
			TOTAL:	1,189.75
AUDIO EDITIONS	rplacement disc for audio	LIBRARY FUND	LIBRARY	8.00
			TOTAL:	8.00
BARNES & NOBLE INC	new juvenile materials	LIBRARY FUND	LIBRARY	51.33
			TOTAL:	51.33
BOLTON & MENK INC	gardner rd improv.	GENERAL FUND	STREETS	849.40
	staff mtgs	GENERAL FUND	STREETS	67.50
	gardner rd	GENERAL FUND	STREETS	560.00
	st, julien and old mn	GENERAL FUND	STREETS	70.00
	staff mtgs	GENERAL FUND	PARKS	54.00
	hallets & master plan	GENERAL FUND	PARKS	2,384.00
	map updates	GENERAL FUND	ECONOMIC DEVMT	665.00
	new school	PARK LAND DEDICATI	PARKS	1,400.00
	affordable housing ph1	HOUSING DISTRICT #	ECONOMIC DEVMT	22,377.00
	gis implementation phase 2	WATER	CAPITAL-WATER DISTRIBU	359.37
	gardner rd improv.	WATER	CAPITAL-WATER DISTRIBU	40.00
	staff mtgs	WATER	ADMIN AND GENERAL	27.00
	gis implementation phase 2	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	359.37
	staff mtgs	WASTE WATER FUND	ADMIN AND GENERAL	27.00
	staff mtgs	ENVIRON SERVICES F	ADMIN AND GENERAL	27.00
	gis implementation phase 2	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	359.39
	staff mtgs	ELECTRIC FUND	ADMIN AND GENERAL	67.50
	boundary map	ELECTRIC FUND	ADMIN AND GENERAL	530.00
	gis implementation phase 2	STORMWATER FUND	CAPITAL-COLL SYS/LIFT	359.37
	ms4 land use	STORMWATER FUND	TREATMENT	1,865.00
			TOTAL:	32,447.90

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BORDER STATES ELECTRIC SUPPLY	#637 photo eye 105v-305v	ELECTRIC FUND	NON-DEPARTMENTAL	929.50
	#384 1/0 15kv elbows	ELECTRIC FUND	NON-DEPARTMENTAL	1,686.00
	#832 1500 kva 3ph transfor	ELECTRIC FUND	NON-DEPARTMENTAL	<u>19,096.26</u>
			TOTAL:	21,711.76
C & H SPORT SURFACES, INC.	resurface & paint courts	GENERAL FUND	PARKS	<u>16,300.00</u>
			TOTAL:	16,300.00
CARQUEST AUTO PARTS STORES	trailer adaptor	GENERAL FUND	PUBLIC WORKS ADMIN	9.99
	tire patch	WATER	DISTRIBUTION AND STORA	30.11
	oil filter, hose fittings,	WASTE WATER FUND	COLLECTOR/LIFT STAT	<u>185.54</u>
			TOTAL:	225.64
CENTERPOINT ENERGY MINNEGASCO	gas bill	GENERAL FUND	FIRE	53.97
	gas bill	GENERAL FUND	STREETS	43.24
	gas bill	GENERAL FUND	SWIMMING POOL	644.95
	gas bill	GENERAL FUND	PARKS	34.59
	gas bill	LIBRARY FUND	LIBRARY	258.73
	gas bill	COMMUNITY CENTER	COMMUNITY CENTER	962.03
	gas bill	WATER	PURIFICATION AND TREAT	99.93
	gas bill	WATER	PURIFICATION AND TREAT	26.30
	gas bill	WATER	ADMIN AND GENERAL	17.30
	gas bill	WASTE WATER FUND	COLLECTOR/LIFT STAT	15.85
	gas bill	WASTE WATER FUND	SOURCE/TREATMENT	91.87
	gas bill	WASTE WATER FUND	ADMIN AND GENERAL	17.30
	gas bill	ENVIRON SERVICES F	ADMIN AND GENERAL	17.28
	gas bill	ELECTRIC FUND	ADMIN AND GENERAL	<u>43.24</u>
			TOTAL:	2,326.58
	CINTAS FIRST AID & SAFETY	safety cabinet	GENERAL FUND	STREETS
first aid supplies		GENERAL FUND	RECREATION/LEISURE SER	20.69
safety cabinet		GENERAL FUND	PARKS	6.39
first aid supplies		COMMUNITY CENTER	COMMUNITY CENTER	0.93
safety cabinet		WATER	ADMIN AND GENERAL	3.20
safety cabinet		WASTE WATER FUND	ADMIN AND GENERAL	3.20
safety cabinet		ENVIRON SERVICES F	ADMIN AND GENERAL	3.18
safety cabinet		ELECTRIC FUND	ADMIN AND GENERAL	<u>7.99</u>
		TOTAL:	53.57	
COLE PAPERS INC	supplies	GENERAL FUND	MUNICIPAL BUILDING	185.03
	soap, tp, glass cleaner, &	GENERAL FUND	STREETS	103.12
	soap, tp, glass cleaner, &	GENERAL FUND	PARKS	103.12
	soap dispensers	COMMUNITY CENTER	COMMUNITY CENTER	27.94
	credit for soap dispensers	COMMUNITY CENTER	COMMUNITY CENTER	20.94
	soap, tp, glass cleaner, &	WATER	DISTRIBUTION AND STORA	51.56
	soap, tp, glass cleaner, &	WASTE WATER FUND	SOURCE/TREATMENT	51.56
	soap, tp, glass cleaner, &	ENVIRON SERVICES F	REFUSE DISPOSAL	51.56
	soap, tp, glass cleaner, &	ELECTRIC FUND	POWER DISTRIBUTION	103.12
	soap, tp, glass cleaner, &	STORMWATER FUND	TREATMENT	<u>51.58</u>
			TOTAL:	707.65
COMPUTER TECHNOLOGY SOLUTIONS, INC.	backup tapes	GENERAL FUND	CITY ADMINISTRATION	5.12
	backup tapes	GENERAL FUND	FINANCE	24.56
	backup tapes	GENERAL FUND	POLICE	22.51
	backup tapes	GENERAL FUND	FIRE	5.13
	backup tapes	GENERAL FUND	BUILDING INSPECTOR	6.14

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	backup tapes	GENERAL FUND	PUBLIC WORKS ADMIN	9.21
	backup tapes	GENERAL FUND	STREETS	2.05
	backup tapes	GENERAL FUND	RECREATION/LEISURE SER	20.47
	backup tapes	GENERAL FUND	PARKS	1.02
	backup tapes	GENERAL FUND	ECONOMIC DEVMT	2.05
	backup tapes	LIBRARY FUND	LIBRARY	33.77
	backup tapes	PUBLIC ACCESS	PUBLIC ACCESS	1.02
	backup tapes	COMMUNITY CENTER	COMMUNITY CENTER	1.02
	backup tapes	WATER	ADMIN AND GENERAL	15.35
	backup tapes	WASTE WATER FUND	ADMIN AND GENERAL	6.14
	backup tapes	ENVIRON SERVICES F	REFUSE DISPOSAL	1.02
	backup tapes	ELECTRIC FUND	ADMIN AND GENERAL	13.30
	backup tapes	STORMWATER FUND	ADMINISTRATION AND GEN	4.09
	backup tapes	TRANSIT	TRANSIT/TRANSPORTATION	1.03
			TOTAL:	175.00
CONSOLIDATED COMMUNICATIONS	phone bill	GENERAL FUND	CITY ADMINISTRATION	53.29
	phone bill	GENERAL FUND	CITY CLERK	10.54
	phone bill	GENERAL FUND	FINANCE	82.95
	phone bill	GENERAL FUND	MUNICIPAL BUILDING	4.93
	phone bill	GENERAL FUND	POLICE	291.87
	phone bill	GENERAL FUND	FIRE	151.54
	phone bill	GENERAL FUND	BUILDING INSPECTOR	30.93
	phone bill	GENERAL FUND	PUBLIC WORKS ADMIN	78.73
	phone bill	GENERAL FUND	STREETS	35.84
	phone bill	GENERAL FUND	SENIOR COORDINATOR	4.52
	phone bill	GENERAL FUND	RECREATION/LEISURE SER	184.87
	phone bill	GENERAL FUND	SWIMMING POOL	31.34
	phone bill	GENERAL FUND	PARKS	83.77
	phone bill	GENERAL FUND	ECONOMIC DEVMT	20.39
	phone bill	LIBRARY FUND	LIBRARY	63.16
	phone bill	PUBLIC ACCESS	PUBLIC ACCESS	10.53
	phone bill	COMMUNITY CENTER	COMMUNITY CENTER	121.10
	phone bill	WATER	ADMIN AND GENERAL	160.15
	phone bill	WASTE WATER FUND	ADMIN AND GENERAL	184.49
	phone bill	ENVIRON SERVICES F	ADMIN AND GENERAL	22.78
	phone bill	ELECTRIC FUND	ADMIN AND GENERAL	113.15
	phone bill	TRANSIT	TRANSIT/TRANSPORTATION	45.43
			TOTAL:	1,786.30
CRYSTAL VALLEY	gen plant diesel	ELECTRIC FUND	POWER PRODUCTION	12,369.15
			TOTAL:	12,369.15
DAMON FARBER LANDSCAPE ARCHITECTS	parks evaluation & review	GENERAL FUND	PARKS	2,606.00
			TOTAL:	2,606.00
DON'S APPLIANCE & TV	repair fridge ice dispense	GENERAL FUND	STREETS	55.00
	repair fridge ice dispense	GENERAL FUND	PARKS	55.00
	repair fridge ice dispense	WATER	DISTRIBUTION AND STORA	27.50
	repair fridge ice dispense	WASTE WATER FUND	SOURCE/TREATMENT	27.50
	repair fridge ice dispense	ENVIRON SERVICES F	REFUSE DISPOSAL	27.50
	repair fridge ice dispense	ELECTRIC FUND	POWER DISTRIBUTION	55.00
	repair fridge ice dispense	STORMWATER FUND	TREATMENT	27.49
			TOTAL:	274.99
EMERGENCY APPARATUS MAINT.	#506 nupa pump test	GENERAL FUND	FIRE	362.12

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#511 nfpa pump test	GENERAL FUND	FIRE	362.12
	#512 nfpa pump test	GENERAL FUND	FIRE	362.12
	#505 nfpa pump test	GENERAL FUND	FIRE	362.12
			TOTAL:	1,448.48
ENVIRONMENTAL TOXICITY CONTROL, INC.	toxicity testing	WASTE WATER FUND	SOURCE/TREATMENT	800.00
			TOTAL:	800.00
FAMILY FRESH MARKET	monthly staff mtg supplies	GENERAL FUND	STREETS	10.27
	senior dance	GENERAL FUND	SENIOR COORDINATOR	38.13
	senior dance	GENERAL FUND	SENIOR COORDINATOR	18.54
	snacks for micro stars	GENERAL FUND	RECREATION/LEISURE SER	21.57
	create-a-camp	GENERAL FUND	RECREATION/LEISURE SER	23.97
	lil' rascals	GENERAL FUND	RECREATION/LEISURE SER	36.57
	lil' rascals supplies	GENERAL FUND	RECREATION/LEISURE SER	20.07
	create-a-camp supplies	GENERAL FUND	RECREATION/LEISURE SER	5.38
	supplies for fishing conte	GENERAL FUND	RECREATION/LEISURE SER	6.98
	supplies for fishing conte	GENERAL FUND	RECREATION/LEISURE SER	19.72
	rec supplies	GENERAL FUND	RECREATION/LEISURE SER	16.72
	create-a-camp supplies	GENERAL FUND	RECREATION/LEISURE SER	37.99
	pool supplies	GENERAL FUND	SWIMMING POOL	33.80
	pool supplies	GENERAL FUND	SWIMMING POOL	45.60
	monthly staff mtg supplies	GENERAL FUND	PARKS	8.22
	summer reading program	LIBRARY FUND	LIBRARY	18.75
	summer reading program	LIBRARY FUND	LIBRARY	27.79
	traverse green open house	HOUSING DISTRICT #	ECONOMIC DEVMT	37.89
	monthly staff mtg supplies	WATER	ADMIN AND GENERAL	4.11
	distilled water	WASTE WATER FUND	SOURCE/TREATMENT	11.40
	bleach	WASTE WATER FUND	SOURCE/TREATMENT	17.96
	monthly staff mtg supplies	WASTE WATER FUND	ADMIN AND GENERAL	4.11
	monthly staff mtg supplies	ENVIRON SERVICES F	ADMIN AND GENERAL	4.10
	monthly staff mtg supplies	ELECTRIC FUND	ADMIN AND GENERAL	10.27
	vip training	RESTRICTED CONTRIB	RECREATION/LEISURE SER	14.76
	refund vip training	RESTRICTED CONTRIB	RECREATION/LEISURE SER	41.55-
	vip training supplies	RESTRICTED CONTRIB	RECREATION/LEISURE SER	141.97
			TOTAL:	595.09
FASTENAL COMPANY	safety tape & ear plugs	GENERAL FUND	STREETS	10.53
	safety tape & ear plugs	GENERAL FUND	PARKS	8.42
	safety tape & ear plugs	WATER	ADMIN AND GENERAL	4.21
	safety tape & ear plugs	WASTE WATER FUND	ADMIN AND GENERAL	4.21
	safety tape & ear plugs	ENVIRON SERVICES F	ADMIN AND GENERAL	4.22
	safety tape & ear plugs	ELECTRIC FUND	ADMIN AND GENERAL	10.53
			TOTAL:	42.12
FROZEN YOGURT CREATIONS	pool concessions	GENERAL FUND	SWIMMING POOL	105.00
			TOTAL:	105.00
GELDNER UNDERGROUND, INC.	boring meridian & madison	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	3,927.00
			TOTAL:	3,927.00
GENESIS	june fuel	GENERAL FUND	FIRE	40.53
	june fuel	GENERAL FUND	PUBLIC WORKS ADMIN	15.44
	june fuel	GENERAL FUND	STREETS	2,733.44
	june fuel	GENERAL FUND	PARKS	825.46
	june fuel	WATER	SOURCE OF SUPPLY	384.07

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	june fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	190.10
	june fuel	ENVIRON SERVICES F	REFUSE DISPOSAL	704.45
	june fuel	ELECTRIC FUND	POWER DISTRIBUTION	220.79
	june fuel	STORMWATER FUND	TREATMENT	327.90
			TOTAL:	5,442.18
WILLIAM GERHART	helmet liner system, helme	GENERAL FUND	POLICE	215.90
			TOTAL:	215.90
GOPHER STATE ONE-CALL INC	june locates	WATER	DISTRIBUTION AND STORA	140.73
	june locates	WASTE WATER FUND	COLLECTOR/LIFT STAT	140.73
	june locates	ELECTRIC FUND	POWER DISTRIBUTION	140.89
			TOTAL:	422.35
GRAYBAR ELECTRIC COMPANY INC	#462 pvc 10' sch40	ELECTRIC FUND	NON-DEPARTMENTAL	926.32
	#488, 477 pvc elbow & coup	ELECTRIC FUND	NON-DEPARTMENTAL	247.76
			TOTAL:	1,174.08
GUSTAVUS ADOLPHUS COLLEGE P.O.	postage	GENERAL FUND	CITY ADMINISTRATION	22.49
	postage	GENERAL FUND	CITY CLERK	16.06
	postage	GENERAL FUND	ELECTIONS	29.87
	postage	GENERAL FUND	FINANCE	94.76
	postage	GENERAL FUND	POLICE	12.25
	postage	GENERAL FUND	BUILDING INSPECTOR	3.01
	postage	GENERAL FUND	PUBLIC WORKS ADMIN	0.52
	postage	GENERAL FUND	STREETS	3.40
	postage	GENERAL FUND	RECREATION/LEISURE SER	37.96
	postage	GENERAL FUND	PARKS	12.36
	postage	GENERAL FUND	ECONOMIC DEVMT	18.55
	postage	LIBRARY FUND	LIBRARY	1.55
	postage	COMMUNITY CENTER	COMMUNITY CENTER	3.10
	postage	WATER	CUSTOMER ACCOUNTS	92.05
	postage	WASTE WATER FUND	ADMIN AND GENERAL	2.25
	postage	WASTE WATER FUND	CUSTOMER ACCOUNTS	92.05
	postage	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	92.05
	postage	ELECTRIC FUND	ADMIN AND GENERAL	2.07
	postage	ELECTRIC FUND	CUSTOMER ACCOUNTS	92.05
	postage	STORMWATER FUND	ADMINISTRATION AND GEN	18.76
	postage	TRANSIT	TRANSIT/TRANSPORTATION	6.70
			TOTAL:	653.86
HAWKINS, INC.	sodium hydroxide	WATER	PURIFICATION AND TREAT	1,445.25
	sodium metabisulfite fcc	WATER	PURIFICATION AND TREAT	3,552.50
			TOTAL:	4,997.75
HILLTOP FLORIST AND GREENHOUSE	flower arrangement/ jones	GENERAL FUND	POLICE	43.14
			TOTAL:	43.14
HOLIDAY COMMERCIAL	june fuel	GENERAL FUND	POLICE	158.33
			TOTAL:	158.33
IMPACT	printing	WATER	CUSTOMER ACCOUNTS	160.49
	postage	WATER	CUSTOMER ACCOUNTS	361.43
	printing	WASTE WATER FUND	CUSTOMER ACCOUNTS	160.49
	postage	WASTE WATER FUND	CUSTOMER ACCOUNTS	361.43
	printing	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	160.49

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	postage	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	361.41
	printing	ELECTRIC FUND	CUSTOMER ACCOUNTS	160.47
	postage	ELECTRIC FUND	CUSTOMER ACCOUNTS	361.43
	flyers	ELECTRIC FUND	CUSTOMER ACCOUNTS	282.90
			TOTAL:	2,370.54
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	442.85
			TOTAL:	442.85
JAVENS MECHANICAL CONTRACTING CO.	rpz testing repair/ pool	GENERAL FUND	SWIMMING POOL	58.00
	rpz testing repair/ vet's	GENERAL FUND	PARKS	556.53
	rpz testing repair	GENERAL FUND	PARKS	348.00
	rpz testing repair/ sunris	WATER	DISTRIBUTION AND STORA	58.00
	rpz testing repair/ sunris	WATER	DISTRIBUTION AND STORA	59.62
			TOTAL:	1,080.15
JOHN HENRY FOSTER	timer drain	WATER	PURIFICATION AND TREAT	143.34
			TOTAL:	143.34
KUECHLE UNDERGROUND, INC.	2016 traverse green pay es	HOUSING DISTRICT #	ECONOMIC DEVMT	31,141.00
	2016 traverse green pay es	HOUSING DISTRICT #	ECONOMIC DEVMT	450,838.83
			TOTAL:	481,979.83
KWIK TRIP INC	june fuel	GENERAL FUND	POLICE	915.95
	june fuel	GENERAL FUND	PARKS	173.88
			TOTAL:	1,089.83
LAGER'S INC	squad repair	GENERAL FUND	POLICE	159.60
			TOTAL:	159.60
LEAGUE OF MN CITIES INSURANCE TRUST	workers comp. adjustments	GENERAL FUND	MAYOR & COUNCIL	4.03
	workers comp. adjustments	GENERAL FUND	CITY ADMINISTRATION	25.14
	workers comp. adjustments	GENERAL FUND	CITY CLERK	9.48
	workers comp. adjustments	GENERAL FUND	FINANCE	28.58
	workers comp. adjustments	GENERAL FUND	MUNICIPAL BUILDING	37.86
	workers comp. adjustments	GENERAL FUND	POLICE	986.36
	workers comp. adjustments	GENERAL FUND	FIRE	603.95
	workers comp. adjustments	GENERAL FUND	BUILDING INSPECTOR	23.35
	workers comp. adjustments	GENERAL FUND	COMMUNITY SERVICE	9.99
	workers comp. adjustments	GENERAL FUND	PUBLIC WORKS ADMIN	30.00
	workers comp. adjustments	GENERAL FUND	STREETS	669.06
	workers comp. adjustments	GENERAL FUND	RECREATION/LEISURE SER	124.23
	workers comp. adjustments	GENERAL FUND	SWIMMING POOL	130.46
	workers comp. adjustments	GENERAL FUND	SKATING RINKS	2.80
	workers comp. adjustments	GENERAL FUND	PARKS	298.17
	workers comp. adjustments	GENERAL FUND	ECONOMIC DEVMT	14.53
	workers comp. adjustments	LIBRARY FUND	LIBRARY	49.40
	workers comp. adjustments	PUBLIC ACCESS	PUBLIC ACCESS	1.45
	workers comp. adjustments	COMMUNITY CENTER	COMMUNITY CENTER	110.29
	workers comp. adjustments	WATER	SOURCE OF SUPPLY	26.17
	workers comp. adjustments	WATER	PURIFICATION AND TREAT	154.57
	workers comp. adjustments	WATER	DISTRIBUTION AND STORA	178.39
	workers comp. adjustments	WATER	ADMIN AND GENERAL	20.33
	workers comp. adjustments	WATER	CUSTOMER ACCOUNTS	3.76
	workers comp. adjustments	WASTE WATER FUND	BIOSOLIDS	54.48
	workers comp. adjustments	WASTE WATER FUND	COLLECTOR/LIFT STAT	115.73

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	workers comp. adjustments	WASTE WATER FUND	SOURCE/TREATMENT	289.36
	workers comp. adjustments	WASTE WATER FUND	ADMIN AND GENERAL	21.24
	workers comp. adjustments	WASTE WATER FUND	CUSTOMER ACCOUNTS	3.76
	workers comp. adjustments	ENVIRON SERVICES F	REFUSE DISPOSAL	144.11
	workers comp. adjustments	ENVIRON SERVICES F	ADMIN AND GENERAL	10.70
	workers comp. adjustments	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	1.77
	workers comp. adjustments	ELECTRIC FUND	POWER PRODUCTION	13.72
	workers comp. adjustments	ELECTRIC FUND	POWER DISTRIBUTION	331.68
	workers comp. adjustments	ELECTRIC FUND	ADMIN AND GENERAL	53.94
	workers comp. adjustments	ELECTRIC FUND	CUSTOMER ACCOUNTS	14.58
	workers comp. adjustments	STORMWATER FUND	COLLECTIONS/LIFT STATI	155.43
	workers comp. adjustments	STORMWATER FUND	TREATMENT	54.60
	workers comp. adjustments	STORMWATER FUND	ADMINISTRATION AND GEN	10.70
	workers comp. adjustments	STORMWATER FUND	CUSTOMER ACCOUNTS	1.77
	workers comp. adjustments	TRANSIT	TRANSIT/TRANSPORTATION	306.08
			TOTAL:	5,126.00
LJP ENTERPRISES INC	june waste & recycle	COMMUNITY CENTER	COMMUNITY CENTER	444.46
	june waste & recycle	WATER	PURIFICATION AND TREAT	99.43
	june waste & recycle	WASTE WATER FUND	SOURCE/TREATMENT	168.68
	june waste & recycle	ENVIRON SERVICES F	REFUSE DISPOSAL	1,607.35
	june 2016 refuse pickup &	ENVIRON SERVICES F	REFUSE DISPOSAL	19,579.56
			TOTAL:	21,899.48
LOCATORS & SUPPLIES, INC.	gloves	GENERAL FUND	STREETS	52.74
	gloves	GENERAL FUND	PARKS	42.19
	gloves	WATER	ADMIN AND GENERAL	21.10
	gloves	WASTE WATER FUND	ADMIN AND GENERAL	21.10
	gloves	ENVIRON SERVICES F	ADMIN AND GENERAL	21.08
	safety shirt	ELECTRIC FUND	ADMIN AND GENERAL	20.20
	gloves	ELECTRIC FUND	ADMIN AND GENERAL	52.74
			TOTAL:	231.15
MACQUEEN EQUIPMENT INC	#4 fitting elbow	GENERAL FUND	STREETS	18.74
	#4 fitting elbow	GENERAL FUND	PARKS	18.74
	#4 fitting elbow	WATER	DISTRIBUTION AND STORA	9.37
	#4 fitting elbow	WASTE WATER FUND	SOURCE/TREATMENT	9.37
	#4 fitting elbow	ENVIRON SERVICES F	REFUSE DISPOSAL	9.37
	#4 fitting elbow	ELECTRIC FUND	POWER DISTRIBUTION	18.74
	#4 fitting elbow	STORMWATER FUND	TREATMENT	9.39
			TOTAL:	93.72
MADDEN, GALANTER, HANSEN, LLP	services rendered though 0	GENERAL FUND	CITY ADMINISTRATION	108.04
			TOTAL:	108.04
MATHESON TRI-GAS INC	nitrogen	GENERAL FUND	STREETS	2.40
	nitrogen	GENERAL FUND	PARKS	2.40
	nitrogen	WATER	DISTRIBUTION AND STORA	1.20
	carbon dioxide	WATER	DISTRIBUTION AND STORA	22.66
	nitrogen	WASTE WATER FUND	SOURCE/TREATMENT	1.20
	nitrogen	ENVIRON SERVICES F	REFUSE DISPOSAL	1.20
	nitrogen	ELECTRIC FUND	POWER DISTRIBUTION	2.40
	nitrogen	STORMWATER FUND	TREATMENT	1.20
			TOTAL:	34.66
MCGRANN SHEA CARNIVAL STRAUGHN & LAMB,	electric service territory	PARK LAND DEDICATI	PARKS	284.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
	electric service territory	HOUSING DISTRICT #	ECONOMIC DEVMT	284.75	
			TOTAL:	569.50	
MED-COMPASS INC	medical exam	GENERAL FUND	FIRE	108.00	
			TOTAL:	108.00	
MISC VENDOR	BERRIEL, ROSA	canceled swimming lessons	GENERAL FUND	NON-DEPARTMENTAL	19.00
	CHABEANS, LLC	eda revolving loan	FACADE RENOVATION	ECONOMIC DEVMT	25,000.00
	DOPKINS, NATE	fishing contest prizes	GENERAL FUND	RECREATION/LEISURE SER	30.84
	ECKERT, HEATHER	withdrew from swimming les	GENERAL FUND	NON-DEPARTMENTAL	33.00
	FAMILY OF STAN GETSKOW	FAMILY OF STAN GETSKOW: ME WATER		CUSTOMER ACCOUNTS	18.75
	FAMILY OF STAN GETSKOW	FAMILY OF STAN GETSKOW: ME WASTE WATER FUND		CUSTOMER ACCOUNTS	18.75
	FAMILY OF STAN GETSKOW	FAMILY OF STAN GETSKOW: ME ENVIRON SERVICES F		CUSTOMER ACCOUNTS	18.75
	FAMILY OF STAN GETSKOW	FAMILY OF STAN GETSKOW: ME ELECTRIC FUND		CUSTOMER ACCOUNTS	18.75
	JENKINS IRON & STEEL	post & tree puller	ENVIRON SERVICES F	CAPITAL-GENERAL PLANT	1,350.00
	MALMANGER, JASON	safety boots	GENERAL FUND	PARKS	114.99
	OFFICE OF ADMINISTRATR	annexation filing fee/ r.o	GENERAL FUND	STREETS	420.00
	PETERSON, LYDON	entertainment for senior d	GENERAL FUND	SENIOR COORDINATOR	125.00
	POCOCK, NICK	reimburse carver city clie	TRANSIT	NON-DEPARTMENTAL	48.00
	QUALITY CONTROL EQUIPM	ww sampler	WASTE WATER FUND	SOURCE/TREATMENT	4,635.00
			TOTAL:	31,850.83	
MN BUREAU OF CRIMINAL APPREHENSION	cjdn connection	GENERAL FUND	POLICE	270.00	
			TOTAL:	270.00	
MN COMPOSTING COUNCIL	midwest compost operator t	ENVIRON SERVICES F	ADMIN AND GENERAL	150.00	
			TOTAL:	150.00	
MN DEPT OF EMPLOYMENT & ECONOMIC DEVEL	unemployment benefit	GENERAL FUND	FINANCE	30.00	
	unemployment benefit	GENERAL FUND	BUILDING INSPECTOR	29.02	
			TOTAL:	59.02	
MN DEPT OF LABOR & INDUSTRY	qrtly state surcharge repo	GENERAL FUND	BUILDING INSPECTOR	1,899.39	
			TOTAL:	1,899.39	
MN MUNICIPAL UTILITIES ASSOCIATION	3rd qtr annual traine cont	GENERAL FUND	FIRE	136.42	
	3rd qtr annual traine cont	GENERAL FUND	PUBLIC WORKS ADMIN	817.43	
	3rd qtr annual traine cont	GENERAL FUND	STREETS	817.96	
	3rd qtr annual traine cont	GENERAL FUND	PARKS	682.10	
	3rd qtr annual traine cont	COMMUNITY CENTER	COMMUNITY CENTER	409.26	
	3rd qtr annual traine cont	WATER	ADMIN AND GENERAL	545.68	
	3rd qtr annual traine cont	WASTE WATER FUND	ADMIN AND GENERAL	817.96	
	3rd qtr annual traine cont	ENVIRON SERVICES F	ADMIN AND GENERAL	272.84	
	2016 3rd qtr elec. member.	ELECTRIC FUND	ADMIN AND GENERAL	3,708.75	
	3rd qtr annual traine cont	ELECTRIC FUND	ADMIN AND GENERAL	682.10	
	3rd qtr annual traine cont	ELECTRIC FUND	ADMIN AND GENERAL	687.50	
	3rd qtr annual traine cont	STORMWATER FUND	ADMINISTRATION AND GEN	409.26	
			TOTAL:	9,987.26	
MN PIPE & EQUIPMENT	curb boxes	WATER	NON-DEPARTMENTAL	706.53	
	water inv.	WATER	NON-DEPARTMENTAL	218.80	
	water inv.	WATER	NON-DEPARTMENTAL	622.76	
	hyd marker	WATER	NON-DEPARTMENTAL	218.80	
	valve, box adaptor,	WATER	NON-DEPARTMENTAL	622.76	
	water inv.	WATER	DISTRIBUTION AND STORA	29.16	
	bolts, nuts, t-head	WATER	DISTRIBUTION AND STORA	29.16	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	2,447.97
MN WASTE PROCESSING	june disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	18,139.78
			TOTAL:	18,139.78
MVTL LABORATORIES INC	wtwf nitrogen study testin	WASTE WATER FUND	SOURCE/TREATMENT	74.60
	hwe salty disc testing	WASTE WATER FUND	SOURCE/TREATMENT	126.80
	wtwf nitrogen study testin	WASTE WATER FUND	ADMIN AND GENERAL	74.60
			TOTAL:	276.00
NAPA AUTO PARTS OF ST PETER	air filter	GENERAL FUND	POLICE	24.59
	speed trailer batt, maint	GENERAL FUND	POLICE	314.65
	#509 headlight, gauge, gau	GENERAL FUND	FIRE	84.41
	#506 decal remover, nott p	GENERAL FUND	FIRE	112.86
	muffler, gasket, u bolts	GENERAL FUND	BUILDING INSPECTOR	157.17
	ss exh tip	GENERAL FUND	PUBLIC WORKS ADMIN	137.00
	fuel line & oil	GENERAL FUND	STREETS	96.87
	lamp, oil/air/fuel filters	GENERAL FUND	STREETS	160.15
	fuel line & oil	GENERAL FUND	PARKS	96.87
	belt & core deposit	GENERAL FUND	PARKS	106.22
	fuel line & oil	WATER	DISTRIBUTION AND STORA	48.44
	fuel module	WATER	CUSTOMER ACCOUNTS	41.27
	brakes, bluetooth, seat co	WASTE WATER FUND	COLLECTOR/LIFT STAT	561.42
	fuel line & oil	WASTE WATER FUND	SOURCE/TREATMENT	48.44
	fuel module	WASTE WATER FUND	CUSTOMER ACCOUNTS	41.27
	fuel line & oil	ENVIRON SERVICES F	REFUSE DISPOSAL	48.44
	fuel module	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	41.26
	fuel line & oil	ELECTRIC FUND	POWER DISTRIBUTION	96.87
	fuel module	ELECTRIC FUND	CUSTOMER ACCOUNTS	41.27
	fuel line & oil	STORMWATER FUND	TREATMENT	48.42
	cup holder, oil, air, fuel	STORMWATER FUND	TREATMENT	39.70
	wash brush & detergent	TRANSIT	TRANSIT/TRANSPORTATION	19.79
	disc brake pads, reman ste	TRANSIT	TRANSIT/TRANSPORTATION	387.02
			TOTAL:	2,754.40
NELSON PRINTING COMPANY	parks plan	GENERAL FUND	PARKS	634.66
	traverse green handout	HOUSING DISTRICT #	ECONOMIC DEVMT	192.50
	ups	WATER	ADMIN AND GENERAL	12.93
	billing slips	WATER	CUSTOMER ACCOUNTS	17.68
	ups	WATER	CUSTOMER ACCOUNTS	15.33
	ups	WASTE WATER FUND	ADMIN AND GENERAL	19.74
	billing slips	WASTE WATER FUND	CUSTOMER ACCOUNTS	17.68
	billing slips	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	17.66
	billing slips	ELECTRIC FUND	CUSTOMER ACCOUNTS	17.68
			TOTAL:	945.86
NICOLLET COUNTY BANK	june ach fees	GENERAL FUND	FINANCE	8.60
	june ach fees	WATER	ADMIN AND GENERAL	2.15
	june ach fees	WATER	CUSTOMER ACCOUNTS	13.54
	june ach fees	WASTE WATER FUND	ADMIN AND GENERAL	2.15
	june ach fees	WASTE WATER FUND	CUSTOMER ACCOUNTS	13.54
	june ach fees	ENVIRON SERVICES F	ADMIN AND GENERAL	2.15
	june ach fees	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	13.54
	june ach fees	ELECTRIC FUND	ADMIN AND GENERAL	2.15
	june ach fees	ELECTRIC FUND	CUSTOMER ACCOUNTS	13.53
			TOTAL:	71.35

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NORTH CENTRAL LABORATORIES	phosphate	WASTE WATER FUND	SOURCE/TREATMENT	<u>233.68</u>
			TOTAL:	233.68
PAAPE COMPANIES, INC.	heating & cooling repairs	COMMUNITY CENTER	COMMUNITY CENTER	<u>237.50</u>
			TOTAL:	237.50
PEPSI-COLA OF MANKATO INC	rec concessions	COMMUNITY CENTER	COMMUNITY CENTER	<u>743.73</u>
			TOTAL:	743.73
QUICK MART ST PETER	june fuel	GENERAL FUND	POLICE	<u>580.48</u>
			TOTAL:	580.48
QUILL	ink cartridges	GENERAL FUND	STREETS	29.49
	ink cartridges	GENERAL FUND	PARKS	23.59
	ink cartridges	WATER	ADMIN AND GENERAL	11.79
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	11.79
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	11.79
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	<u>29.49</u>
			TOTAL:	117.94
RDO EQUIPMENT CO.	#59 cylinder snap ring	ELECTRIC FUND	POWER DISTRIBUTION	<u>390.31</u>
			TOTAL:	390.31
RECREATION SUPPLY COMPANY	diving pool guard chair	GENERAL FUND	SWIMMING POOL	<u>380.22</u>
			TOTAL:	380.22
RIVER'S EDGE HOSPITAL & CLINIC	d&a specimen collection	TRANSIT	TRANSIT/TRANSPORTATION	<u>66.00</u>
			TOTAL:	66.00
ROCHESTER MIDLAND CORPORATION	restroom air freshener	LIBRARY FUND	LIBRARY	15.20
	restroom air freshener	COMMUNITY CENTER	COMMUNITY CENTER	<u>60.81</u>
			TOTAL:	76.01
RYAN ELECTRIC OF ST PETER	pool- repair solenoid valv	GENERAL FUND	SWIMMING POOL	375.76
	change gym lighting to led	COMMUNITY CENTER	COMMUNITY CENTER	11,325.00
	addition to gym lights over	COMMUNITY CENTER	COMMUNITY CENTER	1,236.00
	ballast repair	COMMUNITY CENTER	COMMUNITY CENTER	628.75
	ballast work and fixture r	COMMUNITY CENTER	COMMUNITY CENTER	153.00
	harmonic filter breaker	WATER	PURIFICATION AND TREAT	300.00
	bulbs & parts	WATER	DISTRIBUTION AND STORA	79.00
	gen plant overload relays	ELECTRIC FUND	POWER PRODUCTION	<u>75.00</u>
			TOTAL:	14,172.51
SAM'S CLUB	pool concessions supplies	GENERAL FUND	SWIMMING POOL	<u>99.40</u>
			TOTAL:	99.40
SCHWICKERT'S, INC.	roof repairs	LIBRARY FUND	LIBRARY	778.37
	roof repairs	COMMUNITY CENTER	COMMUNITY CENTER	<u>1,396.15</u>
			TOTAL:	2,174.52
SOUTHERN MN MUNICIPAL POWER AGENCY	smmpa purchased power	ELECTRIC FUND	POWER SUPPLY	<u>730,337.22</u>
			TOTAL:	730,337.22
ST PETER FOOD CO-OP	wellness summer heat fruit	RESTRICTED CONTRIB	NON-DEPARTMENTAL	100.05
	wellness golf prizes	RESTRICTED CONTRIB	NON-DEPARTMENTAL	<u>50.00</u>
			TOTAL:	150.05

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STAPLES ADVANTAGE	paper shredder	GENERAL FUND	CITY ADMINISTRATION	1,997.00
	returned product	COMMUNITY CENTER	COMMUNITY CENTER	<u>25.18-</u>
			TOTAL:	1,971.82
STREICHER'S	uniform	GENERAL FUND	POLICE	24.00
	name plate- uniform	GENERAL FUND	POLICE	<u>7.99</u>
			TOTAL:	31.99
SUNSHINE FILTERS OF PINELLAS, INC.	filter element	WASTE WATER FUND	SOURCE/TREATMENT	<u>474.43</u>
			TOTAL:	474.43
JANE TIMMERMAN-PETTY CASH	senior breakfast/ vip bingo	GENERAL FUND	SENIOR COORDINATOR	18.00
	senior/ vip bingo prize mo	GENERAL FUND	SENIOR COORDINATOR	<u>15.00</u>
			TOTAL:	33.00
TRAVERSE DES SIOUX GARDEN CENTER	mn ave planters	ENVIRON SERVICES F	REFUSE DISPOSAL	613.59
	downtown baskets	ENVIRON SERVICES F	REFUSE DISPOSAL	<u>1,395.00</u>
			TOTAL:	2,008.59
TYLER TECHNOLOGIES	annual incode software mai	GENERAL FUND	FINANCE	3,938.80
	annual incode software mai	WATER	ADMIN AND GENERAL	984.71
	annual incode software mai	WATER	CUSTOMER ACCOUNTS	1,712.41
	annual incode software mai	WASTE WATER FUND	ADMIN AND GENERAL	984.71
	annual incode software mai	WASTE WATER FUND	CUSTOMER ACCOUNTS	1,712.41
	annual incode software mai	ENVIRON SERVICES F	ADMIN AND GENERAL	984.71
	annual incode software mai	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	1,712.39
	annual incode software mai	ELECTRIC FUND	ADMIN AND GENERAL	984.71
	annual incode software mai	ELECTRIC FUND	CUSTOMER ACCOUNTS	<u>1,712.41</u>
			TOTAL:	14,727.26
USA BLUE BOOK	valve, elbow, coupling	WATER	PURIFICATION AND TREAT	<u>236.26</u>
			TOTAL:	236.26
VERIZON WIRELESS	cell phone charges	GENERAL FUND	POLICE	341.94
	jet packs	GENERAL FUND	BUILDING INSPECTOR	70.02
	jet packs	GENERAL FUND	STREETS	8.75
	jet packs	GENERAL FUND	PARKS	7.00
	jet packs	WATER	ADMIN AND GENERAL	3.50
	jet packs	WATER	ADMIN AND GENERAL	35.01
	jet packs	WASTE WATER FUND	ADMIN AND GENERAL	3.50
	jet packs	ENVIRON SERVICES F	ADMIN AND GENERAL	3.51
	jet packs	ELECTRIC FUND	ADMIN AND GENERAL	<u>8.75</u>
			TOTAL:	481.98
VWR INTERNATIONAL	spinbar	WASTE WATER FUND	SOURCE/TREATMENT	<u>6.88</u>
			TOTAL:	6.88
W.W. BLACKTOPPING, INC.	sand mix asphalt	GENERAL FUND	STREETS	882.70
	sand mix asphalt	GENERAL FUND	STREETS	868.00
	sand mix asphalt	GENERAL FUND	STREETS	<u>859.60</u>
			TOTAL:	2,610.30
WACO SCAFFOLDING & SUPPLY CO	diamond blade	WATER	DISTRIBUTION AND STORA	63.32
	diamond blade	WASTE WATER FUND	SOURCE/TREATMENT	63.32
	diamond blade	STORMWATER FUND	TREATMENT	<u>63.31</u>
			TOTAL:	189.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WESCO DISTRIBUTION INC	protective caps	ELECTRIC FUND	POWER DISTRIBUTION	462.96
	ball marker	ELECTRIC FUND	POWER DISTRIBUTION	332.85
	splice cleaner	ELECTRIC FUND	POWER DISTRIBUTION	<u>198.97</u>
			TOTAL:	994.78

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

101	GENERAL FUND	63,845.59
211	LIBRARY FUND	2,538.24
213	PUBLIC ACCESS	13.00
217	COMMUNITY CENTER	17,897.47
260	FACADE RENOVATION - HIST	25,000.00
404	PARK LAND DEDICATION	1,684.75
460	HOUSING DISTRICT #20	504,871.97
601	WATER	14,569.84
602	WASTE WATER FUND	13,627.46
603	ENVIRON SERVICES FUND	48,040.92
604	ELECTRIC FUND	782,686.22
606	STORMWATER FUND	3,455.36
610	TRANSIT	905.18
820	RESTRICTED CONTRIBUTIONS	275.11

	GRAND TOTAL:	1,479,411.11

TOTAL PAGES: 13

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 –

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 \$7,500 are hereby approved:

<u>VENDOR</u>	<u>ITEM</u>	<u>PRICE</u>	<u>FUNDING</u>
Eaton Cooper	AMI Meters	\$14,541.12	Water
MacQueen Equipment	Street sweeper repairs	\$13,912.31	General

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

<u>Temporary On Sale Liquor</u>		
Church of St. Peter	1801 W. Broadway	9/24/16
<u>Temporary Gambling</u>		
Church of St. Peter	1801 W. Broadway	9/24/16

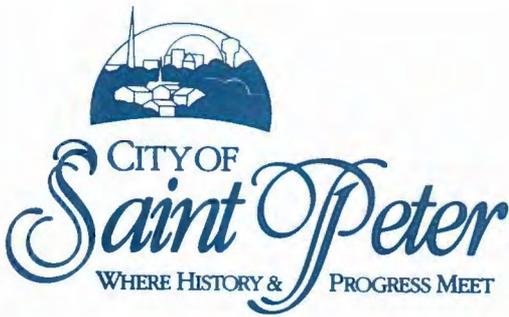
3. The schedule of disbursements for July 8, 2016 through July 20, 2016 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/22/16

FROM: Todd Prafke
City Administrator

RE: Chicken Regulations

ACTION/RECOMMENDATION

Approve the attached Ordinance modification allowing chickens to be kept within the City of Saint Peter.

BACKGROUND

As per Council direction, staff has provided a redlined version of the Ordinance you discussed at your meeting on July 11th and 18th Workshop.

This "urban chicken" discussion pushed the Council into topic areas you do not often get to contemplate in an actionable way. Some of those topic areas include the ability (and willingness) of government to adapt to changes brought on by changing norms within our community, the "reach" of local government, balancing the rights of the individual against those of the majority, what it means to govern in a civil way.

There were about 25 changes mentioned at your previous meetings. All of those changes but one have been considered or incorporated into the draft included in this packet. The suggested change that has not been incorporated was in Section 8-248 and included additional wording related to "keeping and harboring without a permit" as found in the Rochester Ordinance. Your City Attorney and I believe that language is not needed in this section and is adequately covered in other areas of the draft. Some of the changes were modified from your discussion after my review and in the process of hoping to clarify and consolidate language. It was my hope to remain true to your intent, but in a cleaner way. It should be noted that this ordinance is not meant to supersede land use rules or private covenants on real estate.

In addition to the ordinance, there is a resolution drafted modifying the current fee schedule allowing a fee for this permit. I have suggested the annual permit fee be set at \$5 and an initial inspection fee at \$45. It is my hope this will cover the permitting and inspection cost, but since the number of permits is very difficult to predict, changes to this fee may be requested in the future. The Council typically reviews the fee schedule on a yearly basis.

FISCAL IMPACT:

It is my hope that the fees recommended represent the cost of providing for the services contemplated as a part of the administration of the Ordinance including the inspection.

ALTERNATIVES/VARIATIONS:

Do not act. Staff will wait for additional direction from the Council.

Negative vote. Staff will take no additional action.

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

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

TP/bal

ORDINANCE NO. __, THIRD SERIES

**AN ORDINANCE AMENDING SAINT PETER CITY CODE CHAPTER 8 "ANIMALS",
ARTICLE IV "FARM, WILD, AND EXOTIC ANIMALS" AND ADOPTING BY REFERENCE
SAINT PETER CITY CODE CHAPTER 1 SECTION 1-6, WHICH, AMONG OTHER THINGS,
CONTAIN PENALTY PROVISIONS**

WHEREAS, the City Council has adopted a Code of ordinances; and

WHEREAS, the City Code does not currently allow for the keeping of chickens within the City limits; and

WHEREAS, City Council has discussed allowing chickens on private property under specific circumstances; and

WHEREAS, the City Code needs to be modified to allow for keeping of chickens within the corporate limits of the City of Saint Peter.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, DOES HEREBY ORDAIN:

Section 1. Saint Peter City Code, Chapter 8 "Animals", Article IV "Farm, Wild, And Exotic Animals" is hereby modified as follows:

ARTICLE IV – FARM, WILD AND EXOTIC ANIMALS

Sec. 8-227. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animals.

- (1) The term "animals" includes farm animals and all other animals (wild or domestic), reptiles, game fish and feathered birds or fowl.
- (2) Exceptions:
 - (a) Dogs, cats, nongame fish
 - (b) gerbils, guinea pigs, hamsters, canaries, parakeets, rabbits, and chickens.
 - (c) Also excepted are ducks, geese and game fish in any publically owned body of water.

Farm animals mean cattle, horses, mules, sheep, goats, swine, ponies, ducks, geese, turkeys, guinea hens and honey bees.

Location means an individual property which also contains the primary residence of the applicant.

Sec. 8-228. Animals at Large.

It is unlawful for any person to permit domestic animals or fowls under his control to go upon the lands of another within the City.

Sec. 8-229. Keeping.

It is unlawful for any person to keep or harbor any animal, not in transit, except animals kept:

- (1) As part of a show licensed under this Code;
- (2) In a laboratory for scientific or experimental purposes;
- (3) In an animal hospital or clinic for treatment by a licensed veterinarian; or
- (4) In a municipal animal shelter.

Sec. 8-230. Housing.

It is unlawful for any person to keep any animal, dog, cat, nongame fish , gerbil, guinea pig, hamster, canary, rabbit, chicken or parakeet in any structure infested by vermin, flies or insects.

Sec. 8-231. Treatment.

It is unlawful for any person to treat any animal, dog, cat, nongame fish, gerbil, guinea pig, hamster, canary, rabbit, chicken or parakeet in a cruel or inhumane manner.

Sec. 8-232. Unlawful to keep animals, dogs, cats, rabbits for selling, trading, slaughtering purposes.

Except as otherwise provided in this Code, it is unlawful for any person to keep or harbor or allow the breeding of any animals for the purpose of operating a business to sell, trade, slaughter or give away for slaughter.

Sec. 8-233. Restraint or confinement.

It is unlawful for any person to suffer or permit an animal to run at large in the streets or public places, or to be herded or driven thereon unless each animal is confined by means of bridles, halters, ropes or other means of individual restraint.

Sec. 8-234. Trespasses.

It is unlawful for any person to herd, drive or ride any animal over and upon any grass, turf, boulevard, City park, cemetery, garden or lot without specific permission therefore from the owner.

Sec. 8-235. Compliance.

Owners and caretakers of chickens being kept within the corporate boundaries of the City on either a permanent or temporary basis are required to comply with the terms of this Chapter. For the purposes of this Article, the term "temporary basis" means a period of 30 days or longer.

Sec. 8-236. Permit Required.

It is unlawful for any person to keep any chicken without a permit from the City.

Sec. 8-237. Permit Fees.

Permit fees shall be set by Resolution of the Council from time to time.

Sec. 8-238. Permit Time.

A permit shall be issued on an annual basis and shall expire on the 1st day of each April.

Sec. 8-239. Permit Requirements.

- (1) Applicant must provide a chicken coop, defined as a structure made of durable materials that provides shelter for the chickens from the elements, and a chicken run, defined as an enclosed area that provides adequate movement for the chickens
- (2) Coops and runs may only be placed in the Rear Yard, as defined in the Zoning Code, of a lot which also contains a residential structure.
- (3) Coops and runs may only be placed on properties that are zoned for residential purposes as a permitted use as defined in the Zoning Code.
- (4) Coops and runs must be screened to the height of the coop and run from the view of neighbors.
- (5) Applicant must demonstrate that the chicken coop and chicken run are a minimum of 25 feet from any neighboring residential structure.
- (6) The coop and run must be set back a minimum of seven (7) feet from any property line.
- (7) The coop and run must not exceed 120 total square feet and not exceed six (6) feet in height.
- (8) The coop and run must provide adequate ventilation and insulation to maintain a temperature suitable for the chicken(s) kept there.
- (9) All coops and runs must be adequately constructed to prevent access by rodents.
- (10) Chickens may not be housed in a residential structure.
- (11) Chickens shall not be kept outside of the coop or run.

Sec. 8-240. Limitation on Number of Chickens.

No person shall keep or allow to be kept at any one location within the City more than six (6) chickens.

Sec. 8-241. Sanitation.

The Applicant shall be responsible for the sanitation of the chickens and the property. All manure, feces and dead chickens must be disposed of off-site or by being placed in the applicant's municipal solid waste container.

Sec. 8-242. Sex Allowed.

Only female chickens shall be allowed.

Sec. 8-243. Slaughtering.

Slaughtering of chickens on the property is prohibited.

Sec. 8-244. Fighting.

Chickens must not be raised or kept with the purpose of fighting.

Sec. 8-245. Inspection.

An initial inspection of the property, coop and run is required before a permit can be issued. No inspection is required for a renewal of a permit. The chicken coop and run may be inspected at any reasonable time by the City or its authorized agent.

Sec. 8-246. Private Restrictions or Covenants on Property.

Private Restrictions or Covenants on the use property shall remain enforceable. These include, but not limited to, deed restrictions, condominium master deed restrictions, neighborhood association by-laws, covenants, and declarations. A permit shall not be issued to a person whose premises are subject to private restrictions or covenants that prohibit the keeping of chickens. Interpretation and enforcement of private restrictions is a sole responsibility of the private parties involved.

Sec. 8-247. Revocation.

The City may deny or revoke any permit application or renewal if it deems the applicant:

- (1) Is unwilling or unable to fulfill the provisions of the Ordinance;
- (2) Fails to comply with the provisions of the Ordinance;
- (3) Submits inaccurate or incomplete license information;
- (4) Fails to meet the conditions of the permit;
- (5) Is creating a nuisance; or
- (6) Is endangering the public health and safety.

Sec. 8-248. Violation – Petty Misdemeanor.

Any violation of this Section shall be considered punishable as a Petty Misdemeanor.

Section 2. This Ordinance shall become effective January 1, 2017.

Section 3. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of July, 2016.

ATTEST:

Todd Prafke
City Administrator

Charles Zieman
Mayor

The foregoing Ordinance was adopted by the following votes:

Ayes:

Nays:

Absent:

Published in the *Saint Peter Herald* on _____, 2016.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 -

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

RESOLUTION MODIFYING MUNICIPAL FEE SCHEDULE

WHEREAS, the City has adopted a fee schedule outlining municipal fees and charges; and

WHEREAS, staff recommends an additional fee be established for permitting of chickens by private property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the following fee be established as part of the municipal fee schedule to be effective January 1, 2017:

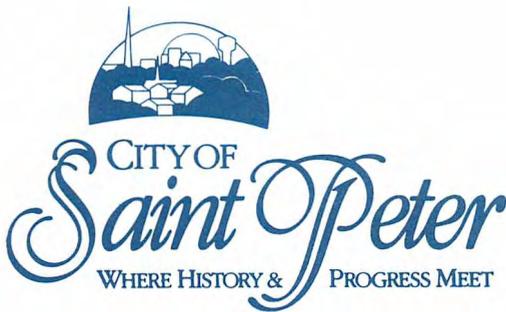
xx.	Chicken Permit (annual fee)	\$5.00 per property
	Annual Inspection Fee	\$45.00 per property

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 7/22/2016

FROM: Todd Prafke
City Administrator

RE: Solar Initiative/Ameresco

ACTION/RECOMMENDATION

Approve the attached resolution directing the City Administrator to enter into an agreement with Ameresco to complete an energy savings feasibility analysis for City facilities and streetlights.

BACKGROUND

At your last goal session and workshops the City Council discussed energy issues and planning for the future of changes in our infrastructure related to energy saving and sustainability. Ameresco has a long and very positive track record of undertaking these type of projects with communities and other types of institutions such as universities, airports and others. They are currently working on a project with Mankato and MSU Mankato and in this instance, proximity and buying power may be of value. In addition, they are on the list of qualified vendors provided by the Minnesota Department of Commerce.

There are a number of groups such as Ameresco that can do this type of work. We have not solicited proposals, primarily due to our realization that any project is still very amorphous and very challenging to clearly define, so the preliminary analysis with a company that many of you have met before and with a strong track record of sustainable projects in our region and expertise that is pretty close by, seems like a good fit.

Your previous discussion with Ameresco focused on LED street lights and energy savings. You may note that while we did not initiate a project, (we chose to do LED streetlights through attrition and project work), this would potentially step up the speed of that conversion. Again, this may not result in a project in the near future, but it certainly puts us in a place where we can better evaluate opportunities as dynamics in the market place and regulator work continue to evolve.

In general, Ameresco would do a review of energy saving opportunities and cost analysis for the facilities. They then bring back the project costs. If the project (facility or street light changes) is financially feasible, they would guarantee a certain amount of savings. This savings would be enough to cover the cost of the facility improvements. If they are not able to guarantee you savings to cover your costs, you owe them nothing. If the savings will pay for the improvements

and you decide to move forward with improvements you owe them nothing for the study work. If the savings will pay the cost and you do not move forward with the plan, you must pay them for the study as outlined in the agreement.

Financing of the improvements could be done in any number of ways including use of cash or some combination of cash and debt, with Ameresco placing the debt or you placing the debt. We would intend to evaluate after the numbers come back and find the most cost efficient method of payment for any project that is feasible.

If you enter into an agreement work could start yet this year.

This type of contracting and financing process is allowed for under State Statute 471.345 Subd. 13. A copy of the proposed agreement is included for your review. It has been reviewed by your City Attorney.

The recommendation is to enter into an agreement with Ameresco to complete an feasibility analysis of our facilities as outlined and of streetlights for energy saving opportunities. We will continue to work with Ameresco to evaluate a Solar PV process that is similar to this, but some more work needs to be done relative to potential locations and the exact nature of the agreement with us and your power provider.

FISCAL IMPACT:

There is no direct fiscal impact to this action; however the data you receive and results of the work may lead to action on the part of the Council. It should be noted that this does obligate you to a minimum of \$30,000 and we will expend time and resources on helping Ameresco complete this preliminary analysis. This would be paid by Electric funds and was not part of your budget.

ALTERNATIVES/VARIATIONS:

Do not act. Staff will wait for further direction. Time is not of the essence here and whether you do this today or a year from now, the only consideration would be the potential lost energy savings if you were to delay action. You may wish to solicit other vendors to do this analysis, but I am not sure exactly how a Request For Proposals (RFP) might look at this point.

Negative vote. Staff will wait for further direction.

Modification of the resolution. This is always an option of the Council.

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

TP/bal

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "**Development Agreement**") is entered into as of the ___ day of July, 2016, by and between City of St. Peter with a principal business address at 227 South Front Street, St. Peter, Minnesota 56082 ("**Customer**") and Ameresco, Inc. having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 ("**Ameresco**"). The Customer and Ameresco may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Ameresco desires to perform certain energy services including detailed energy audits for Customer (i) at the facilities identified in Exhibit A attached hereto (the "**Project Development Facilities**") and (ii) with respect to street lighting luminaires identified in Exhibit B attached hereto (the "**Project Development Street Lights**");

WHEREAS, Customer intends to enter into an energy services agreement ("**ESA**") with Ameresco for implementation of the Project Development Work (described in Section 1 below) identified by Ameresco as a result of its work under this Development Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereto hereby agree as follows:

1. Ameresco shall complete the following project development work under this Development Agreement (the "**Project Development Work**") in accordance with the Time Table set forth in Schedule 1 attached hereto:

- (a) conduct an energy and infrastructure audit of the Project Development Facilities and Project Development Street Lights;
- (b) prepare and deliver to Customer a proposal (the "**Project Proposal**"), which shall include:
 - (i) the proposed scope of work for installation of energy efficiency and renewable energy improvements at the Project Development Facilities and on the Project Development Street Lights ("**Scope of Work**") which shall take into account improvements already planned for the Project Development Facilities, based on a schedule of planned improvements to be provided by Customer to Ameresco within ten (10) days of execution of this Development Agreement;
 - (ii) the implementation price for the Scope of Work (the "**Implementation Price**"); and
 - (iii) the estimated cost savings as a result of implementation of the Scope of Work.

Coincident with the completion of the Project Development Work and Customer's notification that it has approved the Scope of Work set forth in the Project Proposal, Ameresco will begin preparing for submission to Customer an ESA detailing the terms and conditions related to the implementation of the Project Proposal.

2. Customer hereby agrees that if it does not enter into the ESA with Ameresco within thirty (30) days of submission of the Project Proposal, Customer shall compensate Ameresco for its Project Development Work by paying to Ameresco a project development fee in an amount of THIRTY THOUSAND AND 00/100 (\$30,000.00) (the "**Project Development Fee**").

The Project Development Fee shall be fully-earned, due and payable by Customer to Ameresco no later than forty-five (45) days after the date that Ameresco submits the Project Proposal to Customer. If Customer and Ameresco enter into an ESA which includes the Scope of Work, Customer will not be billed the Project Development Fee due under this Development Agreement as the Implementation Price shall be all inclusive.

In the event that Ameresco is unable to develop a project that is estimated to result in sufficient savings (energy, operational, avoided future capital and capital fund contributions) to Customer so that the installation costs can be paid from said savings over a period not to exceed 20 years, then Customer would not be obligated to reimburse Ameresco the Project Development Fee; *provided, however*, that Ameresco will be deemed to have earned the Project Development Fee should Ameresco's failure to develop a project with such a payback period result from either (a) a decrease by more than one level in Customer's credit or bond rating as maintained by Moody's, S&P or Fitch (for example, a downgrade in an S&P rating from A to BBB+ or worse) or (b) an increase in interest rates from the indicative rate initially supplied by Customer at commencement of the Project Development Work by more than 25 basis points due to conditions beyond the control or fault of Ameresco such that the costs associated with the Scope of Work increase. For the sake of clarity, Ameresco shall be entitled to the Product Development Fee if it delivers a Project Proposal for a project that is estimated to result in sufficient savings (energy, operational, avoided future capital and capital fund contributions) to Customer so that the installation costs can be paid from said savings over a period not to exceed 20 years without regard to whether the Time Table in Schedule 1 is met.

3. Ameresco's receipt of an executed copy of this Development Agreement shall be evidence of Customer's agreement to the terms and conditions of this Development Agreement and its authorization of and notification to Ameresco to proceed with the Project Development Work. Ameresco will thereafter promptly initiate the Project Development Work.

4. Ameresco's obligation to provide the Project Development Work or any portion thereof under this Development Agreement may be terminated by Ameresco:

(a) Upon seven (7) days written notice if Ameresco believes that Ameresco is being requested by Customer to furnish or perform services contrary to Ameresco's responsibilities as a qualified professional services firm, which such notice shall identify Customer's request that is contrary to Ameresco's responsibilities as a qualified professional services, unless Customer irrevocably withdraws its request before expiration of such seven (7) day period; or

(b) Upon seven (7) days written notice if Ameresco's services for any portion of the Project Development Work are delayed or suspended for more than ninety (90) days for reasons beyond Ameresco's control, provided that Ameresco previously has identified the reasons for such delay or suspension not more than thirty (30) days after commencement of such delay or suspension.

In the event of termination, whole or partial, pursuant to this Section 7, Customer will pay Ameresco for its time incurred on the basis of percent complete utilizing the total fixed prices outlined in Section 2, above. Reimbursement for out of pocket expenses for the following items: travel, reproductions, photographic developing, and printing shall also be included as a part of the termination fee.

5. This Development Agreement and exhibits hereto, if any, shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject

matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties. If any provision of this Development Agreement is held by a court of competent jurisdiction to be unenforceable, no other provision shall be affected thereby, and the remainder of this Development Agreement shall be interpreted as if it did not contain such unenforceable provision.

6. Customer hereby agrees to provide timely and complete access to all necessary property and energy consumption and cost records for the three (3) years preceding the commencement of Ameresco's services. Customer both will make available the assistance of such personnel and provide access to such of its properties in either case as may be necessary for Ameresco's performance of the Project Development Work hereunder. If, during the performance of the Project Development Work, Ameresco should conclude, as a result of its analysis of any data provided by Customer, that it is not able to develop a Project Proposal consistent with the terms of Sections 1 and 2 of this Development Agreement, Ameresco may, by written notice to Customer, terminate this Agreement as to the Project Development.

7. In no event shall Ameresco be liable for any special, consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise, including, without limitation, loss of profits, loss of use of the Project Development Facilities or the Project Development Street Lights or any of its other property, or business interruption, howsoever caused, in connection with this Development Agreement.

8. Ameresco and Customer represent and warrant to each other that (a) the execution, delivery and performance of this Development Agreement have been duly authorized and approved by all necessary organizational action on the part of such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this Development Agreement and (c) upon execution this Development Agreement will constitute a legal, valid and binding obligation of such Party.

9. In the event Customer and Ameresco fail to execute an ESA as provided in Section 2 above, Customer shall return to Ameresco all copies of the Project Proposal and any other documents and/or memoranda provided by Ameresco hereunder, ownership of which will be retained by Ameresco. Thereafter, Customer shall not purchase, lease, rent, engage the services of an agent or independent contractor or otherwise pay for the implementation of all or any portion of the Scope of Work in the Project Proposal or any recommendations in any other documents and/or memoranda provided by Ameresco hereunder. In the event of a breach by Customer of this Section 9, Ameresco shall be entitled to recover from Customer, in addition to its damages, all costs and expenses, including attorney's fees, incurred in connection with any claim or dispute arising from implementation of all or any portion of the Scope of Work in the Project Proposal not involving Ameresco.

10. This Development Agreement shall be governed by the laws of the State of Minnesota applicable to contracts made and performed in the State of Minnesota.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand under seal on the date first written above with the intent to be legally bound.

CITY OF ST. PETER

AMERESCO, INC.

Authorized Signature

Authorized & Required Signature

Name

Louis P. Maltezos

Title

Executive Vice President

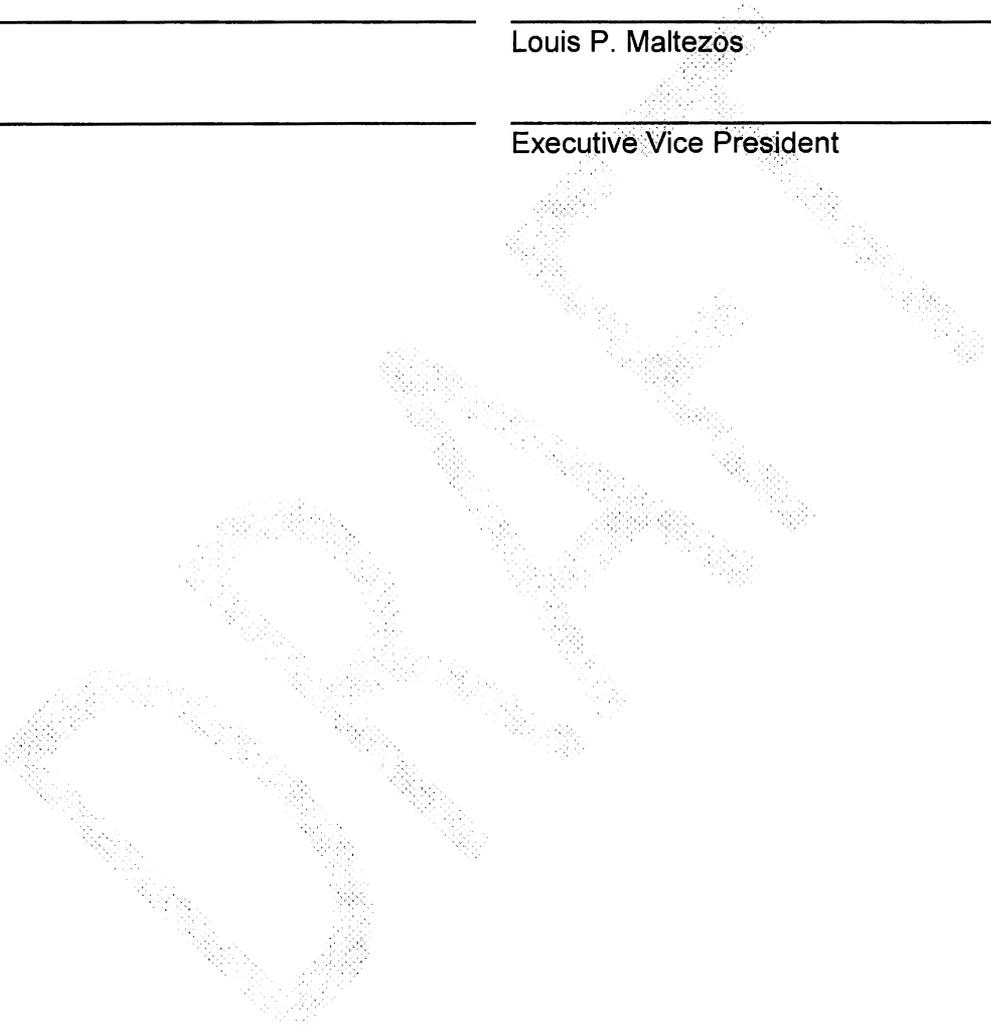


EXHIBIT A

PROJECT DEVELOPMENT FACILITIES

City of St Peter

<p>City Hall 227 South Front Street St Peter, MN 56082</p>	<p>8,200 ft²</p>
<p>Fire Station 227 West Mulberry St Peter, MN 56082</p>	<p>7,000 ft²</p>
<p>Saint Peter Community Center 600 South Fifth Street St Peter, MN 56082</p>	<p>22,000 ft²</p>
<p>Saint Peter Library 601 South Washington Ave St Peter, MN 56082</p>	<p>12,000 ft²</p>
<p>Wastewater Treatment Plant 400 St. Julien Street St Peter, MN 56082</p>	<p>15,000 ft²</p>
<p>Public Works 405 St. Julien Street St Peter, MN 56082</p>	<p>10,000 ft²</p>
<p>Water Treatment Plant & Generator Building (estimated) 1448 West Broadway Ave St Peter, MN 56082</p>	<p>10,000 ft²</p>
<p>City Parks (Structures, Parking Lots, and Illuminated Pathways) (10 of 13 City Parks with known Utility Service)</p>	<p>10</p>

As part of this agreement, Ameresco will prepare an energy efficiency analysis for the above Facilities, as part of the ***Project Proposal***

EXHIBIT B

PROJECT DEVELOPMENT STREET LIGHTS

City of St Peter Street Lighting Luminaires
(Owned and Maintained by the City of St Peter)

932

As part of this agreement, Ameresco will prepare an energy efficiency analysis of the above number of the street lights, as part of the ***Project Proposal***

Note: This is a "ground" audit and does not include a detailed bucket truck inspection. The audit pricing is based on visible ANSI labels and also assumes that the Customer will supply detailed information on city owned / maintained street lights as requested by Ameresco. The requested information are items that Customer should know and have in its inventory on these units.

DRAFT

SCHEDULE 1

TIME TABLE OF EVENTS

	What	When
1	Execute Project Development Agreement (PDA)	July, 2016
2	Review project progress work with Customer	July - Sept, 2016
3	Review final Project Development Work scope, costs, and savings with Customer	Sept-Oct, 2016
4	Present Final Project Development Work Proposal to Customer	City Council Meeting Oct, 2016
5	Deliver Energy Services Agreement (ESA) to Customer	Nov-Dec, 2016
6	Final Scope and Legal Review of Contract Documents	Nov - Dec, 2016
7	Signing of Energy Service Agreement	December, 2016
8	Issuance of the "Notice to Proceed" by Customer to Ameresco	December, 2016
9	Ameresco issues construction contracts to subcontractors and equipment suppliers	January, 2017
10	Ameresco Construction Window	January - August, 2017

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 -

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

**RESOLUTION APPROVING EXECUTION OF AGREEMENT WITH AMERESCO FOR
COMPLETION OF AN ENERGY SAVINGS FEASIBILITY ANALYSIS FOR CITY FACILITIES
AND STREETLIGHTS**

WHEREAS, the City of Saint Peter has been working on projects such as replacement of street lights to provide for energy savings for City owned facilities, and

WHEREAS, Ameresco, has a long and positive track record of undertaking these type of projects with communities and other types of institutions such as universities, airports and others; and

WHEREAS, Ameresco is available to prepare an energy savings feasibility analysis of City facilities and street lights; and

WHEREAS, staff recommends approval of the agreement.

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

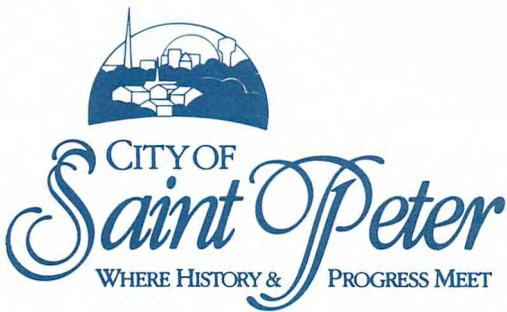
1. The City Administrator is authorized to enter into an agreement with Ameresco for completion of a an energy savings feasibility analysis for the City.
2. Funding for the agreement, which will only be made if energy savings are identified and the City chooses not to move ahead with the project, will be made from the Electric Fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 07/21/16

FROM: Russ Wille
Community Development Director

RE: Rezoning Request: Lager Land Co. (1703 N. Third Street)

ACTION/RECOMMENDATION

Following public hearing, adopt the attached ordinance providing for the rezoning of Lot 1 and the south one-half of vacated Rice Street and one-half of the north-south alley abutting Lot 1, Block 92, Plat of Traverse des Sioux, City of Saint Peter, Nicollet County, Minnesota as petitioned by the property owner.

BACKGROUND

Lager Land Company (Jesse Lager) owns two adjoining parcels of land on North Third Street. The first parcel includes Lot 1, Block 92 and the abutting vacated Rice Street and alley. This property is zoned (I-2) General Industrial. The second parcel includes Lots 2-5, Block 92 and the abutting vacated alley lying to the east of Lots 2-5. This parcel is zoned (C-4) Highway Service Commercial.

Mr. Lager would like to develop the two parcels in concert, to allow for the construction of a 40' x 60' storage building for his use. As such, it would be necessary to rezone the first parcel to match the C-4 Highway Service Commercial designation applied to the second parcel.

Mr. Lager has paid the appropriate fee for consideration of his rezoning request.

The Planning Commission considered Mr. Lager's rezoning request at their July 7, 2016 meeting. The Commission voted unanimously to recommend that the City Council provide for the rezoning as per Lager's petition.

The Planning Commission has suggested that the requested rezoning of Lot 1, Block 92 would have no material impact upon the surrounding developments and that such rezoning would not conflict with the goals and policies contained within the existing Comprehensive Plan.

FISCAL IMPACT:

Mr. Lager has paid the appropriate fee. A modest publication fee will be incurred to publish the adopted ordinance.

ALTERNATIVES/VARIATIONS:

Do not act: The matter will be brought back to the Council at a later date. As per State Statute, the matter must be resolved within 120 days of the petition.

Negative Votes: Mr. Lager would be notified of the Council's denial.

Modification of the Resolution: This is not an option of the Council in this instance.

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

RJW

ORDINANCE NO. ____, THIRD SERIES

AN ORDINANCE AMENDING SAINT PETER CITY CODE CHAPTER 24, "LAND USE REGULATIONS AND ZONING" AND SECTION 24-6 "OFFICIAL MAP" TO REZONE CERTAIN PROPERTY AS (C-4) HIGHWAY SERVICE COMMERCIAL AND ADOPTING BY REFERENCE SAINT PETER CITY CODE CHAPTER 1 SECTION 1-6, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

WHEREAS, the owner of property within Block 92 Plat of Traverse des Sioux, City of Saint Peter has submitted a petition and paid the appropriate fee for consideration of rezoning of property; and

WHEREAS, the subject property is currently zoned (I-2) General Industrial; and

WHEREAS, the property owner has requested that the subject property be rezoned as (C-4) Highway Service Commercial District; and

WHEREAS, following published and mailed notice as provided by Statute, a public hearing has been held by the Saint Peter City Council; and

WHEREAS, the Planning and Zoning Commission considered the petitioned rezoning at their July 7, 2016 meeting and have found that the requested rezoning would not be inconsistent with the comprehensive plan for the City of Saint Peter and adjacent uses; and

WHEREAS, the Planning and Zoning Commission has recommended that the property be rezoned to (C-4) Highway Service Commercial District as petitioned.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA DOES HEREBY ORDAIN:

Section 1. Section 1. City Code Chapter 24, Section 24-6 is hereby amended by rezoning the following tract of land as (C-4) Highway Service Commercial District.

Lot 1, Block 92 and ½ of the adjoining vacated Rice Street and ½ of the vacated north-south alley abutting Lot 1., Plat of Traverse des Sioux, City of Saint Peter, Nicollet County, Minnesota an.

Section 2. The Zoning Administrator is hereby directed to amend the zoning map of the City to reflect the change in zoning as indicated in Section 1, within thirty (30) days after official publication of this Ordinance.

Section 3. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Section 4. All provisions of Chapter 1, Section 1-6 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of July, 2016.

ATTEST:

Todd Prafke
City Administrator

Charles Zieman
Mayor

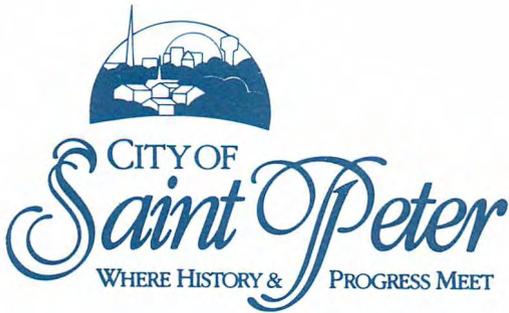
The foregoing Ordinance was adopted by the following votes:

Ayes:

Nays:

Absent:

Published in the *Saint Peter Herald* on _____, 2016.



Memorandum

TO: Todd Prafke
City Administrator

DATE: 07/21/16

FROM: Russ Wille
Community Development Director

RE: EDA – Revolving Loan Fund Policy (Amendments)

ACTION/RECOMMENDATION

Following public hearing, approve amendments to the Economic Development Authority Revolving Loan guidelines.

BACKGROUND

In October, 2015, the EDA undertook a review of the revolving loan funds administered by the City. As a result of their review, the EDA has recommended that the City Council provide for certain amendments and alterations to the EDA Revolving Loan Program guidelines.

The City Council has reviewed and discussed the proposed loan guideline amendments in multiple workshop settings. The proposed amendments reflect the changes that the City Council has directed at those workshops.

State Statute §116J.993 requires that the City Council hold a public hearing regarding the revolving loan fund policies and guidelines prior to the issuance of any “business subsidy”. A business subsidy is defined as financial assistance in an amount in excess of \$150,000. Given that the regular revolving loan contemplates loans in excess of \$150,000, it was necessary to hold a hearing on that particular loan program.

Before the City could make a business subsidy, the City would need to hold a public hearing on the particular terms and conditions of that individual loan. The City would also need to submit annual reports to the Minnesota Department of Employment and Economic Development until such time as all of the goals of the subsidy have been achieved.

A copy of the guidelines have been included for your review and further consideration. This draft reflects the up-to-date changes directed by the City Council.

FISCAL IMPACT:

There should be no direct fiscal impact to adoption of the proposed resolution.

ALTERNATIVES/VARIATIONS:

Do not act: Without action by the City Council, no changes will be made to the City's business subsidy loan program.

Negative Votes: No further action would be taken without additional direction from the City Council.

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

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

RW/

**ECONOMIC DEVELOPMENT AUTHORITY
REVOLVING LOAN PROGRAM GUIDELINES**

1. PURPOSE:

The purpose of this document is to establish guidelines for application and administration of the City of Saint Peter Economic Development Revolving Loan Program. These guidelines are intended to ensure fairness and to avoid discrimination in the application of loan procedures. However, as these policies are merely guidelines, departure from the guidelines is expected when supported by a rational basis for the departure.

2. POLICY STATEMENT:

Recognition of Needs: The City of Saint Peter recognizes the need to stimulate private sector investment in facilities and equipment in order to create/retain jobs for local residents and to upgrade facilities to maintain competitiveness and/or boost productivity; to provide affordable loans for expansion and/or rehabilitation of commercial and industrial buildings in order to maintain commercial and industrial viability of Saint Peter and the Central Business District; and to provide working capital funds to Saint Peter businesses.

3. PROJECT ELIGIBILITY:

3.1 Economic Development Revolving Loans may be used for the following purposes:

- a. Fixed asset financing (i.e. land acquisition, building construction, machinery and equipment, expansion of existing facilities, renovation and modernization of buildings, or public infrastructure needed for economic development expansions.
- b. Working capital; including inventory, supplies, accounts receivable, wages and advertising.
- c. Remodel and/or construct upper story, residential facilities within the Central Business District which promotes the viability and vibrancy of the Central Business District.

3.2 Revolving loans shall be restricted to those commercial / industrial businesses located within the corporate limits of the City of Saint Peter.

3.3 Projects which propose to utilize local contractors (HVAC, plumbing & electrical), suppliers, vendors and professional service providers (accounting, engineering & legal) will be favored when applications are considered by the Economic Development Authority (EDA).

3.4 Job Creation: Projects seeking loans from the EDA which demonstrate job creation will be favored. There shall be no job creation requirements for projects undertaken within the Central Business District.

3.5 Livable Wage Requirements: Where job creation is determined to be a requirement of the proposed financing, the minimum total wage, exclusive of benefits provided by the borrower to its employees shall be no less than 110% of the Federal Poverty Guidelines for a family of four (4) within Nicollet County as established by the U.S. Department of Housing & Urban Development.

4. LOAN AMOUNT:

4.1 The maximum loan available is at the discretion of the EDA. However, the loans shall not exceed 75% of the funds on deposit in the established Revolving Loan Fund(s), net of guaranteed funds.

4.2 For those loans secured by a mortgage, the aggregate amount of an EDA loan and other financing shall not exceed:

- a. 100% of the appraised value of the property as established by a certified appraiser, undertaken within the last six (6) months; or
- b. 100% of the estimated appraisal of the post-development value as established by a certified appraiser; or
- c. In lieu of an appraisal, at the discretion of the EDA, a bank evaluation of value may be utilized for projects valued under \$250,000.

4.3 The standard rate of interest charged shall be established at the U.S. Prime Lending Rate as published in the Wall Street Journal.

- a. A higher rate of interest may be established for those projects determined to be of higher risk or those loans that are questionably collateralized.
- b. A lower rate of interest may be established for those projects demonstrating:
 - i. The creation of new jobs.
 - ii. Increased tax capacity resulting from new construction.
 - iii. Substantial municipal utility consumption.

4.4 Depending upon the use of loan funds, the repayment schedule shall have the following maximum limitations. The EDA retains the right to vary from the guidelines for those loans considered to be of higher risk.

<u>Loan Purpose</u>	<u>Amortization</u>	<u>Balloon</u>	<u>Extension</u>
Real Estate/Construction	20 years	5 years	5 years
Machinery/Equipment	10 years	5 years	2 years
Working Capital	10 years	2 years	2 years

4.5 The purpose of the Balloon Payment is to:

- a. Provide the private lenders the opportunity to refinance the debt.
- b. Provide the EDA the opportunity to review the financial performance of the borrower.
- c. Provide the EDA an opportunity to consider possible interest rate modification or adjustments.

Borrowers seeking the extension of a scheduled balloon payment shall provide correspondence from the participating private project lender indicating that they are unable to extend additional credit or otherwise refinance the debt to honor the balloon. The correspondence shall indicate the rationale of the decision in enough detail to be acceptable to the Community Development Director.

The Borrower seeking the extension shall also provide the EDA with a thorough review of the business financial reports which at a minimum, shall include the following:

- a. Balance sheet.
- b. Income statements.
- c. Profit/Loss statement.
- d. Personal financial report.

* ***The EDA reserves the right to require the provision of additional data at the discretion of the Community Development Director.***

Borrowers may seek multiple balloon payment extensions. However, each extension must be considered as per the conditions of this policy and upon provision of the required financial disclosures from the borrower.

The requested balloon payment extension must be considered by the EDA which will make a non-binding recommendation to the City Council. The City Council must approve any loan alteration, including balloon payment extensions by resolution.

4.6 The repayment shall be negotiated between the EDA, participating private lender and the recipient. However, repayment shall normally commence the first day of the month following execution of the loan documents and the first day of

subsequent months until the loan is repaid in full or until the scheduled balloon payment.

The loan will be considered to be in default after thirty (30) days have elapsed past the due date of a scheduled payment. Therefore, unless otherwise directed by the EDA or City Council, the Community Development Director shall take the following action.

- a. After thirty (30) days past due, the EDA will make contact requesting payment by written notice.
 - b. After sixty (60) days past due, the EDA will meet with the borrower to discuss the delinquency and repayment options.
 - c. After ninety (90) days past due, the EDA will initiate collection efforts.
- 4.7 In rare occasions where a commitment is made for a future loan, no more than 75% of the funds on deposit shall be committed and loan commitments shall expire after six (6) months.
- 4.8 **Maximum Loans:** The maximum loan per business is \$500,000, subject to the limitation of Section 4.1 of this document.
- 4.9 **EDA Guarantee of Bank Financing:** If a subject borrower has no outstanding loans with the EDA, the Authority may consider a guarantee of bank financing which shall not exceed the limits of Sections 4.2, 4.4 and 4.7 of this document.

5. REGULATIONS FOR IMPROVEMENTS:

All construction, renovations and repairs shall be completed in conformance to the codes, standards and practices required by municipal ordinance, state statute or federal rule or law.

6. LOAN SECURITY:

- 6.1 Loans provided to purchase, construct, renovate, expand or improve real property shall be secured by a first or second mortgage recorded against the property.
- 6.2 Where applicable, loans shall be personally guaranteed by all of those that own 25% or more of the recipient business.
- 6.3 Loans provided to finance the purchase of machinery, fixtures, furnishings or equipment shall be secured by a UCC Financing Statement filed with the Minnesota Secretary of State's office.
- 6.4 Loans provided to purchase, construct, renovate or improve real estate shall be insured for its full replacement cost and the EDA shall be designated as a loss payee of the insurance policy.

- 6.5 The EDA may require that the borrower provide an insurance policy on the life of those individuals determined to be key employees or vital to the ongoing success of the recipient business. The benefit of the policy shall be payable to the EDA in an amount equal to the outstanding balance of the revolving loan.

7. TIMING OF PROJECT EXPENSES:

- 7.1 In the absence of lien waivers provided by each contractor, subcontractor and or vendor, building construction may not commence until all the required project financing is secured, loan documents are executed and the loan is collateralized as per the City Council's resolution of loan approval.
- 7.2 Projects costs incurred before the final loan approval may be considered to be eligible loan expenditures at the discretion of the EDA.

8. LOAN APPLICATION AND APPROVAL:

- 8.1 Revolving loan applicants shall meet with the Community Development Director to obtain information regarding the revolving loan application and to discuss the eligibility and preliminary project details.
- 8.2 A completed application and supplementary materials and exhibits shall be submitted to the Community Development Director for initial review and consideration. Applications received by the 5th of the month will be considered and reviewed by the EDA at their next regular meeting.

9. PROJECT REVIEW:

- 9.1 The Community Development Director shall review each application in terms of its proposed activities in relation to its impact on the Saint Peter economic community. The Director shall prepare a loan report and make a recommendation of approval or denial to the EDA.
- 9.2 After receipt of the project cost summary or estimates, applicant's historical financial data, future financial projections and cash flow analysis, the EDA will evaluate and review the application in terms of the following:
- a. Project Design: Evaluation of project design will include review of proposed activities, timelines and capacity to implement.
 - b. Financial Feasibility: Availability of funds, private involvement, financial packaging and effectiveness.
 - i. Project financing provided by a conventional lender and applicant equity shall equal at least 60% of the identified project costs. In the absence of conventional lender participation, the applicant must provide correspondence from a lender indicating that they

are unable to participate or otherwise provide project funding as per their policies or regulations.

- ii. EDA financing shall not exceed 40% of the identified project costs.
- iii. The applicant shall demonstrate the ability to contribute at least 10% of the identified project costs in the form of cash or equity.
- c. At the discretion of the EDA, the applicant may be obligated to seek technical assistance from the Small Business Development Center as a condition of loan approval.
- d. Commitment letters from all participating lenders must be included in the submitted application. The commitment letter shall identify the terms and conditions of the approved bank financing.

9.3 Any application failing to meet the minimum threshold standards may be reviewed on a case-by-case basis. The EDA reserves the right to waive certain requirements of this program and may request additional information and documentation as deemed necessary and appropriate.

9.4 Following their review and consideration, the EDA shall make a non-binding recommendation to the City Council as to whether the loan shall be approved or denied. The final decision of loan approval or denial is to be made by the City Council.

10 ORIGINATION:

10.1 The loan closing will be administered by the Community Development Director or their designee.

10.2 The loan recipient shall be charged a loan origination fee equal to 1% of the loan amount. The fee shall be paid at closing.

11. RELEASE:

11.1 Upon receipt of full and final repayment of the Promissory Note, the Community Development Director shall prepare, execute and deliver the appropriate loan satisfaction documents and shall provide for the release of all EDA guarantees, security and collateral.

11.2 In the event that a co-borrower wishes to be released from the obligations of the executed Promissory Note, security agreement or personal guarantee, the applicant shall complete the following requirements.

- a. The party wishing to be released shall meet with the Community Development Director to obtain information regarding the partial release from the promissory note, security agreement or guarantee.
- b. A completed application form, together with a processing fee of \$200 must be submitted to the EDA prior to review and consideration.

- c. The partial release application will be reviewed by the Community Development Director to determine if it conforms to all EDA policies (ordinances) and to consider the following:
 - i. Whether the loan will retain its priority after release of the requester.
 - ii. Whether the security (collateralization) of the loan will be unreasonably adversely impacted by the release.
 - iii. The remaining parties must qualify under the EDA loan guidelines.
- e. Any release of a borrower from the obligation of the loan shall be considered by the EDA which will make a non-binding recommendation to the City Council for their consideration and official action.

12. DUE DILIGENCE

FINANCIAL RATIOS GUIDE FOR BUSINESS APPLICATIONS:

1. CURRENT RATIO: (total current assets/total current liabilities).
 - a. A rough indication of the firm's ability to service its current obligations.
 - b. The higher the ratio the better.
 - c. Liquidity ratio (ability to meet current obligations).
2. EARNINGS BEFORE INTEREST AND TAXES: (EBIT/annual interest expense).
 - a. Measures a firm's ability to meet interest payments.
 - b. The higher the ratio the better.
 - c. Coverage ratio: (ability to service debt).
3. DEBT TO WORTH: (total liabilities/tangible net worth).
 - a. Shows how much protection the owners are providing the creditors.
 - b. A lower number provides more safety to creditors.
 - c. Leverage ratio (protection given to creditors by borrowers).

The Community Development Director should consult with the participating private lender to receive Robert Morris & Association (RMA) ratios for new or existing businesses. The bank can print the appropriate pages from the RMA guides and allow for the Director to undertake the determination and present the findings to the EDA as part of the loan review. The presentation to the EDA should consist of a narrative with ratios showing the strengths and weaknesses of the credit.

Additionally, the following shall accompany any application for EDA financing:

1. Business Plan
 - a. Description of business.
 - b. Ownership
 - c. Date established.
 - d. Products/Services.
 - e. Management

- f. Future Plans
- 2. Personal Financial Statement(s) from the borrower(s).
- 3. Two years business financial history
 - a. Balance Sheets
 - b. Income Statements
 - c. Profit/Loss Statements
- 4. Financial projections (3 years)
- 5. Letters of commitment from private lenders.
- 6. Bids/Quotes
- 7. Appraisal (when applicable).
- 8. Resumes of ownership/management.
- 9. Credit agency reports on applicants.
- 10. Federal Tax Filings (past two years).

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 –

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

RESOLUTION AMENDING THE EDA REVOLVING LOAN FUND GUIDELINES

WHEREAS, the City of Saint Peter established the Economic Development Authority Revolving Loan Fund Program; and

WHEREAS, the Economic Development Authority (EDA) was granted the power to administer the Loan Program and to make recommendations to the City Council for disbursement of new loans; and

WHEREAS, guidelines have been established which govern and establish the criteria of the Revolving Loan Funds Program; and

WHEREAS, it has been determined that the previously established guidelines do not reflect the desires of the EDA and City Council as it overly restricts the use of revolving loan funds; and

WHEREAS, the EDA has met to consider amendments to the revolving loan fund policies which will make the loan programs easier to administer while providing the necessary flexibility to effectively utilize the revolving loan funds; and

WHEREAS, after public notice prescribed by Statute, the City Council conducted a public hearing regarding the proposed guidelines on July 25, 2016 to receive citizen input regarding the amended policies; and

WHEREAS, the City Council has reviewed the recommended changes and wishes to adopt the revolving loan fund policies as presented by the EDA.

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

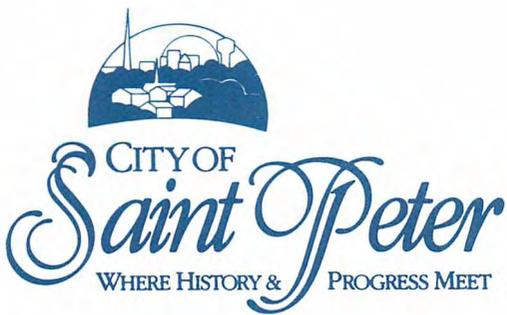
1. The previously adopted EDA Revolving Loan Fund Guidelines are hereby repealed.
2. The updated guidelines of the EDA Revolving Loan Fund, as recommended by the Economic Development Authority, are hereby adopted. A copy of the updated guidelines shall be available for public review in the Community Development Department.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 07/21/16

FROM: Russ Wille
Community Development Director

RE: Joint Economic Development Services Agreement – Greater Mankato Growth

ACTION/RECOMMENDATION

Authorize execution of a Joint Economic Development Services Agreement for renewed membership in the Regional Economic Development Alliance as administered by Greater Mankato Growth.

BACKGROUND

In 2010, the City of Saint Peter joined select area cities and counties in the formation of the Regional Economic Development Alliance (REDA). The REDA operations are undertaken by Greater Mankato Growth and their staff on behalf of the member governments.

The objective of REDA is, "To retain and grow the primary economic base of the Greater Mankato Regional Marketplace through business retention, new enterprise and emerging business development and new business development."

The membership of REDA has fluctuated over the years as some of the smaller member communities have withdrawn from the organization and new members have joined. The current REDA membership includes the cities of Eagle Lake, Lake Crystal, Le Sueur, Mankato, North Mankato and Saint Peter. Blue Earth and Nicollet County are both members with Nicollet County joining REDA in 2015. The Region Nine Development Commission participates as an ex-officio member of the group.

The operations of REDA are governed by the Joint Economic Development Services Agreement which was originally drafted at the time the Alliance was formed. A subcommittee of the REDA membership has met and has recommended certain changes to the Agreement.

Copies of a redlined version of the Agreement are included in the agenda packet for Council review and consideration. Please review the comments included in the margin which explains the rationale for the suggested changes. City Councilmember Kvamme represents the City Council on the REDA advisory board and participated in the subcommittee's rewriting of the draft Agreement. It is expected that Councilmember Kvamme can add insight into the intent of the alterations.

The fees for REDA participation are based upon population estimates of the governmental entities. The dues charged to Saint Peter for 2017 participation have been calculated at \$2.19/person or \$26,015.70.

FISCAL IMPACT:

The 2017 REDA dues in the total amount of \$26,015.70 would be paid to Greater Mankato Growth on a quarterly basis. Funding was budgeted and will be provided from the General Fund.

ALTERNATIVES/VARIATIONS:

Do not act: Future Council action would be requested to approve 2017 membership.

Negative Votes: Greater Mankato Growth will be notified of the City's withdrawal from REDA participation.

Modification of the Resolution: Any alterations to the agreement would need to be acceptable to both the City of Saint Peter and REDA.

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

RJW

**JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT
REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE**

THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this "Agreement") is made and entered into this ___ day of _____, 2013/2016, by and among Greater Mankato Growth, Inc. and the governmental entities listed herein under the heading "Definition of Greater Mankato Regional Marketplace" and who execute this Agreement (collectively "cities and counties" or in the singular a "city or county")

WHAT WE AGREE TO

Purpose

It has become broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a "forum to strategically facilitate individual and regional assets and opportunities" for the purpose of business development and will enable us to enhance our future economic prosperity.

Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – to promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment in the Greater Mankato Regional Marketplace.

- supportive – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.

Commented [JZ1]: Substantive Addition (1): adds what seemed to be a natural 6th principle and represents our actions.

Definition of Greater Mankato Regional Marketplace

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as ~~and~~ those communities immediately adjacent having a historical relationship.

Commented [JZ2]: Substantive Revision (2): this language was discussed and inserted to recognize those currently participating while being cognizant of other previously expressed and future interests in joining. The "historical" reference grounds us in our original formation, while being deliberate about changes such should we collectively agree to "expand."

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
 - Nicollet County
- City of Eagle Lake
- City of Lake Crystal
- City of LeSueur
- ~~City of Madison Lake~~
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

General Context and Parameters of the Parties Obligations

Greater Mankato Growth, Inc.'s (GMG) principal responsibility under this Agreement is to provide, marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties, including the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for expanding and locating private sector firms. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e. sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

The cities and counties are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer

their individual economic development programs and initiatives, business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.

~~This Agreement and the development process apply to economic development and marketing services related to the primary/industrial economy including job-creating service sector businesses. Consumer retail store and professional service sector development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. To this end GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses, implement dealers). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.~~

Commented [J23]: Note: this language moved to page 10 in Marketing, Communication and Program Services section.

STRATEGIC FOCUS OF THE PARTIES

Objective & Strategic Areas

To retain and grow the ~~primary~~ economic base of the Greater Mankato Regional Marketplace.

- 1) **Business Retention**
To retain and expand the existing business base, and includes such activities as conducting regular business visits (i.e. Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.
- 2) **New Enterprise & Emerging Business Development**
To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).
- 3) **New Business Development**
To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

The Business Development Process

Expansion of existing businesses:

- 1) ~~Substantive~~ expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.
 - a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the parties, but at minimum will be kept informed by the applicable city or county.

- b. If GMG is contacted by the business, GMG will first be an advocate and facilitator for expansion within the existing city or county and will coordinate with the city or county to assist with such.
 - c. If a business directly contacts a city or county in which it is not currently located, the contacted city or county will inform either the existing host city or county of the business as well as GMG.
- 2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other entities. (Note: consistent with the guiding principles of the parties contained in this Agreement, cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

Commented [JZ4]: Substantive Revision & Addition (3): these revisions help clarify our internal rules of engaging and our responsibility to one another as regional partners; while we cannot control how business appears before any one of us, we are able to control our own responses, behaviors and interactions.

Locating businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.
- 2) GMG will receive prospects resulting from its business development and marketing efforts and programs, as well as the Minnesota Department of Employment and Economic Development (DEED) or other development entities, and will inform the cities and counties ~~meeting of the~~ specified development criteria of the potential new business. Those cities and counties will then have the opportunity to assemble a competitive proposal through a standardized and coordinated process to attract the business.

Commented [JZ5]: Substantive Revision (4): this single word change is intended to be sure all the participating entities are aware of ALL potential development opportunities, while also protecting GMG from inadvertently and wrongfully being seen as "directing" or "selecting" who gets to see what deal and respond

GMG and its staff shall serve as the primary point of contact in facilitating DEED, site selector, and other business location specialists. Staff will gather as much information and clarity as possible related to the development inquiry and its viability, in order to allow development response to be as thorough as possible.

- 3) At the time a city or county is selected by a business, the entity and business will discuss and finalize incentives and the locating of the business.

Commented [JZ6]: Substantive Addition (5): this language is intended to get at concern previously expressed, to do what GMG staff can to ensure development requests aren't sparse on details or too ambiguous

Economic Development Marketing, Communication and Program Services

GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications:
 - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: ~~advertising, internet, digital, social media, press~~ news releases, relationship marketing, special events and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.

- GMG ~~has~~ will continually redesigned and retooled its website to ~~be remain~~ increasingly business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
- GMG ~~has invested in an annual~~ will maintain website interface and tools (e.g., Location One Information Systems – LOISGIS Planning) designed to provide an efficient means for each of the cities and counties, as well as other property owners and agents, to update their information on available properties on-line, thereby creating a comprehensive area-wide inventory. This information will be available on the Greater Mankato Growth web site and others; (e.g., MN DEED website, MNCAR, etc., MNPROspector and ZoomProspector) providing greater visibility to site selectors and organizations who might consider building or expanding their business anywhere in our regional marketplace.
- GMG will work with the cities, counties and other entities a part of or related to this agreement to establish links to ~~#GMG~~ tools and resources ~~via their respective online tools.~~
- GMG will maintain copies of closed or pending project files or other mechanisms, enabling the cities and counties to be advised of the ongoing business development opportunities resulting from its economic development marketing and communications efforts.
- Program Services:
 - GMG will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities. These visits will be coordinated with the primary city or county in which the business is located.
 - GMG, in support of business development and with respect to the balance of membership offerings versus general economic development offerings, will continue to bring to the regional economic development strategy initiatives and programming that have a direct impact on the development of business. ~~Such initiatives may include: supply chain development, workforce/ talent development (including promotion and development support of directly related housing efforts), assist with site readiness programs and/or initiatives; talent fulfillment work; improving connections to development resources (e.g., Higher Education); interaction and relationship with the Ag Business EpiCenter initiative; while not leading, being cognizant of and facilitating sharing on common community development elements (e.g. housing); and further development of an annual regional economic development summit/ forum.~~
- This Agreement and the development process apply to economic development and marketing services related to the primary economy including job creating service sector businesses. Consumer brick and mortar retail development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses). Each of the cities and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.
- GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

Commented [JZ7]: Substantive Revision (6): more than bringing current this language, it also better identifies some new areas where GMG can add value, as well as engage appropriately with related subjects not within its competency.

Commented [JZ8]: Substantive Revision (7): this language moved from page 4.3... attempts to define primary, and establish distinction with brick and mortar retail; but allowing for GMG's business intelligence and facilitation to support main street and brick and mortar retail development

FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE

Financial

The cities and counties agree to share in funding and payment of the economic development services described in this Agreement with Greater Mankato Growth, Inc. Accordingly, each City and County agrees to pay Greater Mankato Growth, Inc. on an annual basis, which shall be invoiced by Greater Mankato Growth, Inc., that amount set forth in Addendum 1 which describes the funding calculation/amounts).

Given the variance of services and activity relative to a municipalities size and role (city compared to county), a diversified per capita rate structure has evolved over time and shall be as follows going forward:

- \$4.38 / capita – City of Mankato
- \$2.19 / capita – all cities with a population greater than 2,000
- \$0.54 / capita – County (on total population)*

* Cities with a population of less than 2,000 are not apt to derive similar value or participate in the same fashion as those with a population exceeding 2,000 and having a direct investment of time and dollars. However, all participants in this Agreement acknowledge there may be specific instances identified where REDA services will be helpful to one of these cities, on an ad hoc basis when requested, and thereby the regional marketplace. As a result, County investments are calculated on total population to allow for such interaction and service (services will be coordinated with and as appropriate done in collaboration with Region Nine Development Commission). Additionally, all cities within a participating County will be (a) invited to participate in REDA's annual summit, and (b) will be included in the distribution of the monthly REDA Report upon request.

Commented [JZ9]: Substantive Revision (8): embedding the formula within the Agreement.

Commented [JZ10]: Substantive Addition (9): this is transformational language to the Agreement, establishes a thresh hold at which value can be derived, but given the County's investment allows resources to be shared when helpful to all within the Greater Mankato Regional Marketplace.

Governance

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director(s) with full voting rights and privileges. One (1) such ex-officio Director will be added for the first six (6) cities and counties, and two (2) ex-officio Directors added if there are seven (7) or more cities and counties.

Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- The Advisory Committee will select a Chair and Vice-Chair for meeting administration (since the City of Mankato has an ex-officio seat with full voting rights on the Greater Mankato Growth, Inc. Board of Directors, it shall not be considered for either of these positions).
- This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

“Staff” Operating Interaction

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate monthly meetings of the “economic development staff” of the cities and counties to discuss business prospects, share information on pending economic development projects, develop appropriate responses, and provide updates.

Term, Termination and Prior Agreements

The term of this Agreement shall commence on the 1st day of January ~~2013-2017~~ and continue until the 31st day of December ~~2015-2019~~. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities may be added, at any time, as parties to this Agreement with the written consent of the all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one-year term, and any per capita fee increases will be mutually agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated ~~September 30, 2009 – December 31, 2012~~ January 1, 2013 – December 31, 2016.

Miscellaneous

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

Blue Earth County

<u>Drew Campbell</u> <u>Kip Bruender</u>	Date	<u>Robert W. Meyer</u>	Date
Chair – Board of Commissioners		County Administrator	

Nicollet County

<u>Bruce Beatty</u>	Date	<u>Ryan Krosch</u>	Date
Chair – Board of Commissioners		County Administrator	

City of Eagle Lake

<u>Tim Auringer</u>	Date	<u>Sack Thongvanh</u> <u>Brad Potter</u>	Date
Mayor		City Administrator	

City of Lake Crystal

<u>Brad Ahrenstorff</u>	Date	<u>Bob Hauge</u> <u>Taylor Gronau</u>	Date
Mayor		City Administrator	

City of LeSueur

<u>Bob Oberle</u> <u>Robert Broeder</u>	Date	<u>Rick Almich</u> <u>Jenelle Teppen</u>	Date
Mayor		City Administrator	

~~City of Madison Lake~~

<u>Kenneth Reichel</u>	Date	<u>Kelly Steele</u>	Date
Mayor		City Administrator	

City of Mankato

<u>Eric Anderson</u>	Date	<u>Patrick Hentges</u>	Date
Mayor		City Manager	

City of North Mankato

Mark Dehen Date
Mayor

John Harrenstein Date
City Administrator

City of Saint Peter

Timothy Strand Chuck Zieman Date
Mayor

Todd Prajke Date
City Administrator

Greater Mankato Growth, Inc.

Greg Katcher Todd Loosbrock Date
Chair – Board of Directors

Jonathan G. Zierdt Date
President & CEO

Jurisdiction Name	Projected Population					Participation Fee							
	2014 Population	2004 Population	Annual Growth Rate	2015	2016	2017	2018	2019	2017	2018	2019	2020	
Blue Earth County	65620	58118	1.291%	66,467.04	67,325.01	68,194.05	69,074.32	69,965.95	\$35,934.63	\$36,355.50	\$36,824.79	\$37,300.13	\$37,781.61
Amboy city	531	554	-0.415%	528.80	526.60	524.41	522.24	520.07					
Eagle Lake city	2779	1974	4.078%	2,892.33	3,010.28	3,133.04	3,260.80	3,393.78	\$6,358.97	\$6,592.51	\$6,861.35	\$7,141.16	\$7,432.38
Good Thunder city	555	573	-0.314%	553.26	551.52	549.79	548.06	546.34					
Lake Crystal city	2546	2536	0.039%	2,547.00	2,548.01	2,549.01	2,550.02	2,551.02	\$5,563.42	\$5,580.14	\$5,582.34	\$5,584.54	\$5,586.74
Madison Lake city	1137	888	2.804%	1,168.88	1,201.66	1,235.35	1,269.99	1,305.60	\$2,566.88				
Mapleton city	1760	1659	0.609%	1,770.71	1,781.50	1,792.34	1,803.25	1,814.23					
Pemberton city	246	246	0.000%	246.00	246.00	246.00	246.00	246.00					
Saint Clair city	865	807	0.719%	871.22	877.48	883.78	890.14	896.53					
Skyline city	290	313	-0.735%	287.87	285.75	283.65	281.57	279.50					
Vernon Center city	323	342	-0.556%	321.21	319.42	317.65	315.88	314.13					
Mankato city	41202	34597	1.909%	41,988.60	42,790.21	43,607.13	44,439.65	45,288.05	\$183,994.66	\$187,421.13	\$190,999.23	\$194,645.65	\$198,361.68
Le Sueur County													
Le Sueur city	4073	4230	-0.371%	4,057.88	4,042.82	4,027.82	4,012.87	3,997.97	\$8,852.04	\$8,853.78	\$8,820.92	\$8,788.18	\$8,755.56
Kasota city	671	695	-0.345%	668.68	666.37	664.07	661.78	659.49					
Nicollet County	33350	31147	0.707%	33,585.88	33,823.43	34,062.66	34,303.58	34,546.21	\$18,114.02	\$18,264.65	\$18,393.84	\$18,523.94	\$18,654.95
Courtland city	619	569	0.879%	624.44	629.93	635.46	641.05	646.68					
Lafayette city	486	531	-0.847%	481.88	477.80	473.75	469.73	465.75					
Nicollet city	1116	967	1.541%	1,133.20	1,150.66	1,168.39	1,186.39	1,204.67					
Saint Peter city	11758	10401	1.305%	11,911.40	12,066.81	12,224.24	12,383.73	12,545.30	\$26,015.70	\$26,426.32	\$26,771.09	\$27,120.37	\$27,474.21
North Mankato city	13610	12489	0.898%	13,732.16	13,855.42	13,979.79	14,105.27	14,231.87	\$30,028.10	\$30,343.37	\$30,615.73	\$30,890.53	\$31,167.80
									\$317,428.42	\$319,837.40	\$324,869.29	\$329,994.50	\$335,214.93

Methodology

The most recent population estimates from the state demographer are utilized to have a baseline population for each of the jurisdictions. A 10 year annual average growth rate is used to project population growth. Participation fees are based up on the projected/estimated population for the prior year.

Example

As of today (May 2, 2016) the most currently available population estimate from the State Demographer is 2014 population estimates. For projecting 2017, 2018, 2019 and 2020 a growth rate is applied to the 2014 population. The 2017 participation fee is based upon the population in 2016.

Notes

State Demographer estimates are annually released in July each year for the previous year.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 –

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

**RESOLUTION AUTHORIZING EXECUTION OF JOINT ECONOMIC DEVELOPMENT
SERVICE AGREEMENT BY AND BETWEEN THE CITY OF SAINT PETER AND GREATER
MANKATO GROWTH (REGIONAL ECONOMIC DEVELOPMENT ALLIANCE)**

WHEREAS, the City of Saint Peter and a select number of local cities and counties have entered into a Joint Economic Development Services Agreement with Greater Mankato Growth (GMG) to access economic development, marketing and business recruitment services; and

WHEREAS, the City has determined that it is desirous and appropriate to maintain membership in the Regional Economic Development Alliance (REDA) administered by Greater Mankato Growth; and

WHEREAS, the City Council has reviewed and considered the terms and conditions of the amended Joint Economic Development Services Agreement, and

WHEREAS, the agreement provides for the payment of an annual fee to Greater Mankato Growth, Inc. for marketing and recruitment services; and

WHEREAS, a fee of \$26,015.70 would secure the services of the Regional Economic Development Alliance (REDA) and GMG for the 2017 calendar year; and

WHEREAS, the City Council deems it to be in the best interest of the City to renew participation in the Regional Economic Development Alliance as a means of increasing the overall economic and community development activities.

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

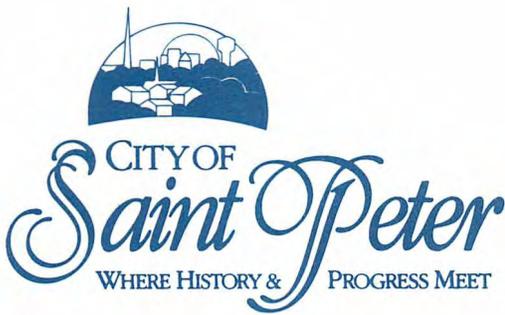
1. The City Council hereby approves the continued participation in the Regional Economic Development Alliance and authorizes the Mayor and City Administrator to execute the Joint Economic Development Service Agreement on behalf of the City.
2. The payment of a \$26,015.70 fee to Greater Mankato Growth, Inc. is authorized to be funded by the General Fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 7/18/2016

FROM: Pete Moulton
Director of Public Works

RE: Soccer Club Donation/Authorization to Construct Soccer Rink

ACTION/RECOMMENDATION

Accept two donations from the Saint Peter Soccer Club in the amount of \$22,500 for 2016 and \$7,500 in 2017 and authorize staff to use the funds to construct the new "soccer rink" facility at Veteran's Memorial Park.

BACKGROUND

The number of soccer participants has continued to increase and there is a demand for a turf complex within the City. The Saint Peter Soccer Club has been very active in our community and would like to offer two cash donations to apply towards creating a new "soccer rink" in Veterans Memorial Park. The soccer rink, turf, netting and all accessories would be constructed by City staff and become the property and maintenance responsibility of the City.

Staff has assembled a cost estimate to construct the "soccer rink" which totals a little over \$45,000; leaving approximately \$15,000 in City costs which is mostly labor, installation of base and infill. City staff will coordinate the corrections and complete the installation.

As required by the City's donation policy, "Donations with an estimated value of \$7,500 or higher must be accepted by the City Council during a regular Council meeting." This donation would not obligate the Saint Peter Soccer Club to additional maintenance cost or future capital donations. The intent of this donation is to supply capital to fund the reinstallation of the existing turf and soccer rink at a new location in Veterans Memorial Park.

FISCAL IMPACT:

This donation will provide additional funding for development and construction of a new "soccer rink" this year. The remaining costs would come from the General Fund. We do not plan to use reserves but rather current funding for park maintenance.

ALTERNATIVES/VARIATIONS:

Do Not Act: The donation would not be accepted and staff will seek direction from the City Council.

Negative Vote: No further action will be taken without additional direction from the City Council. The donation will not be accepted.

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

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

PM/amg



Veteran's Park - Soccer Rink

Description	Quantity	Cost	Total
Line Post 2 7/8 x 14'	64	\$ 42	\$2,717
Green Treated 2"x12"x16'	120	\$ 31	\$3,779
Green Treated 2"x6"x12'	21	\$ 11	\$227
Green Treated 4"x4"x8'	60	\$ 10	\$600
Hardware (U-Clamps, Wire, Materials)	10	\$ 150	\$1,500
Netting (Clips)	500	\$ 5	\$2,500
Gravel (170' x 70' x 3")	220	\$ 7	\$1,540
Rock (170' x 70' x 2")	150	\$ 7	\$1,050
Goals	2	\$ 500	\$1,000
Labor	5	\$ 200	\$1,000
Turf	2,380	\$ 1.92	\$4,570
Turf Infill 16/30 round 3lbs sq.ft.	714	\$ 7	\$4,641
Adhesive	15	\$ 63	\$938
Seaming Film	15	\$ 19	\$285
Turf Shipping (Turf & Infill)		\$ 640	\$640
Turf installation (Contract)	11,900	\$ 1.50	\$17,850
			\$44,836

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 -

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

**RESOLUTION ACCEPTING DONATION FROM SAINT PETER SOCCER CLUB AND
AUTHORIZING CONSTRUCTION OF A "SOCCER RINK" IN VETERAN'S MEMORIAL PARK**

WHEREAS, the City has adopted a donation policy that requires formal acceptance by the City Council of all donations exceeding \$10,000; and

WHEREAS, the St. Peter Soccer Club wishes to make a donation in 2016 of \$22,500 and another donation of \$7,500 in 2017 for the construction and installation of a "soccer rink" to be located in Veteran's Memorial Park; and

WHEREAS, the City wishes to provide for the location and installation of a new "soccer rink" and to assume ownership and maintenance responsibilities; and

WHEREAS, funding for any excess costs associated with the construction of th soccer rink could be made from the General Fund.

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

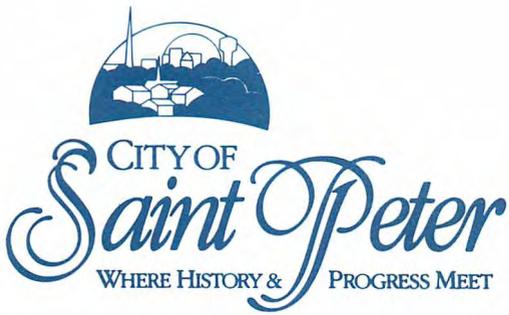
1. The donation from the St. Peter Soccer Club in the total amount of \$30,000 is hereby accepted.
2. The donation shall be restricted for construction of a soccer rink at Veterans Memorial Park.
3. Staff is authorized to complete the installation of the base, boards, goals and accessories to complete the soccer rink.
4. Any costs above the \$30,000 donation shall be funded by the General Fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: July 18, 2016

FROM: Pete Moulton
Director of Public Works

RE: Naming Two New City Parks

ACTION/RECOMMENDATION

Approve names for the new City parks as "Traverse Park" for the new park area located within Traverse Green Subdivision and "Saints Sports Complex" for the new City park adjacent to the high school.

BACKGROUND

The Parks and Recreation Advisory Board met on Monday, June 16, 2016 and evaluated a suggested list of park names for the future neighborhood park located within the newly created Traverse Green Subdivision and the future outdoor sports recreational area constructed adjacent to the new high school on Broadway Avenue. The names that were considered were:

Traverse Green Subdivision

West Ridge Park
Traverse Park
Pyan Park

New School/City Park Sports Complex

Bluff Hill Sports Complex
Hilltop Sports Complex
Saints Park & Sports Complex
Saints Sports Complex
Saints Activity Complex
Shooting Star Sports Complex
William Harvey Sports Complex

The Parks and Recreation Advisory Board recommend the following names for the future parks. "Traverse Park" for the park in Traverse Green Subdivision and "Saints Sports Complex" for the park next to the new high school.

FISCAL IMPACT:

There is no fiscal impact to adopting names for these parks.

ALTERNATIVES/VARIATIONS:

Do Not Act: Staff will take no action without additional direction from the City Council.

Denial: Should the Council deny the Parks Board recommendation staff would ask for additional direction to be provided to the Board.

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

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

PM/amg

Future Park

Traverse Green Subdivision (Name to be determined)

Goal Statement: To provide City residents with a neighborhood park and play area.

Class: Mini Park **Theme:** Neighborhood Park **Acreage:** 4.4

Adopted By: Available for Adoption once constructed

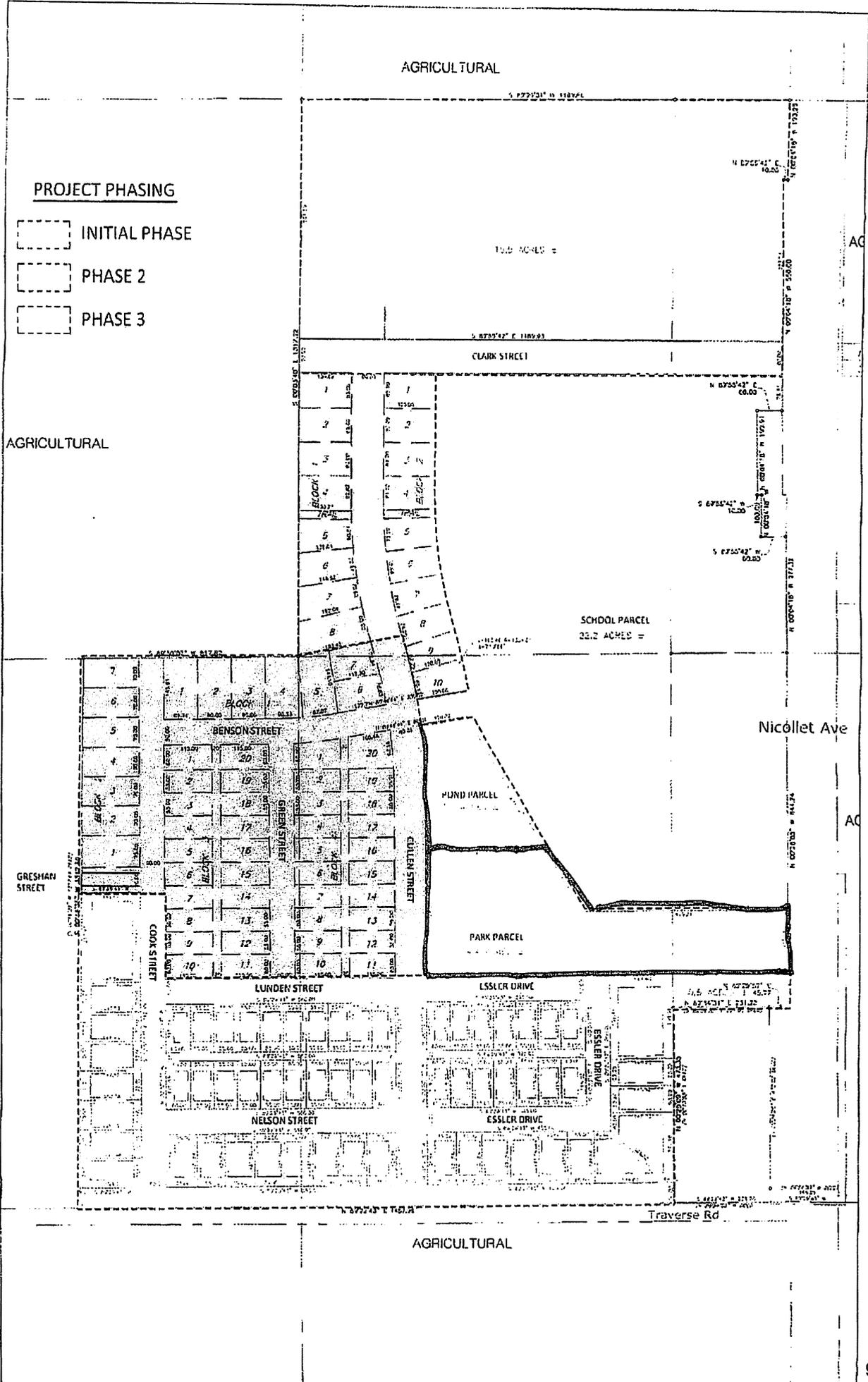
Established/Background: Established by the City on April 11, 2016.

AGRICULTURAL

PROJECT PHASING

-  INITIAL PHASE
-  PHASE 2
-  PHASE 3

AGRICULTURAL



City School Sports Complex (Name to be determined)
2121 West Broadway Avenue
Saint Peter, MN

Goal Statement: To provide City residents with a competitive sports complex to include: baseball, softball, soccer, tennis, green space and trail system.

Class: Outdoor Sports Complex **Theme:** Organized Sports and Community Park **Acreage:** 62

Adopted By: Available for Adoption

Established/Background: Established by the City and school on October 30, 2013.

Currently Being Constructed:

- 1 Regulation softball field (City)
- 2 Future regulation softball fields (City)
- 1 Regulation baseball field (City)
- 4 Large practice fields (City)
- 3 Small practice fields (City)
- 8 Tennis courts (School)
- 1 Regulation softball field (School)
- 1 Regulation baseball field (School)
- 6 Large practice fields (School)
- Nature area
- Trail system

CITY OF SAINT PETER, MINNESOTA
Parks and Recreation Advisory Board

RESOLUTION NO. 2016 - 01

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

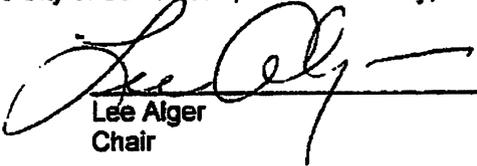
A RESOLUTION RECOMMENDING THE FUTURE PARKS NAMING BE ADOPTED BY THE CITY COUNCIL

WHEREAS, the Parks and Recreation Advisory Board evaluated a suggested list of park names for the future neighborhood park located in the Traverse Green Subdivision and the future outdoor sports complex shared by the City and School; and

WHEREAS, the Parks and Recreation Advisory Board agreed to not name a park after a school teacher as this idea could be used for smaller areas within the park.

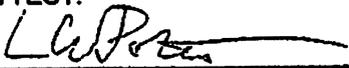
NOW THEREFORE, BE IT RESOLVED BY THE PARK AND RECREATION ADVISORY BOARD OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Park and Recreation Advisory Board recommends the "Traverse Park" and "Saints Sports Complex" be adopted by the City Council.

Adopted by the Park and Recreation Advisory Board of the City of Saint Peter, Nicollet County, Minnesota, this 16th day of June 2016.



Lee Alger
Chair

ATTEST:



Larry Potts
Secretary

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 -

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

RESOLUTION DESIGNATING NAMES OF TWO NEW CITY PARKS

WHEREAS, the City is constructing two new parks one of which is a park located in the Traverse Green Subdivision and a park located adjacent to the new high school; and

WHEREAS, the Parks and Recreation Advisory Board evaluated a suggested list of park names for recommendation to the City Council; and

WHEREAS, in consideration of the unique features of each area, several names were discussed and evaluated; and

WHEREAS, the City's Parks and Recreation Advisory Board recommends the Traverse Green Subdivision park be named "Traverse Park"; and

WHEREAS, the Board also recommends the name for the park adjacent to the high school be named "Saints Sports Complex".

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

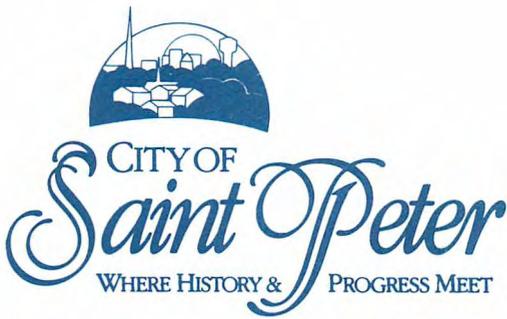
1. The Traverse Green Subdivision park is hereby named "Traverse Park".
2. The new City park located directly north of the new high school is hereby named "Saints Sports Complex".

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: July 11, 2016

FROM: Pete Moulton
Director of Public Works

RE: Electric Territory Purchase – Proposed Agreement

ACTION/RECOMMENDATION

Authorize City Administrator Prafke to enter into an agreement to purchase 108.63 acres of electrical territory from BENCO Electric Cooperative.

BACKGROUND

The new high school and City park on the west side of Saint Peter have resulted in a need to expand the City's municipal electric service to continue serving all customers within City limits. Staff began this process by meeting with BENCO Electric Cooperative last spring. At the meeting, we identified areas for future City electric service which included the new housing subdivision, the new high school and City park, plus rights-of-ways adjacent to these developments.

In 2008, the Minnesota Public Utilities Commission (MPUC) requested all utilities verify their electric territories which were completed by the City and BENCO at that time. The proposed agreement modifies the existing boundary. Shortly after the MPUC request, a court case in Redwood Falls which was brought by the Minnesota Municipal Utility Association (MMUA), established that a municipal utility can develop property it owns in a cooperative electric territory and serve the electric load without compensation to the cooperative. That is important to Saint Peter as a portion of Traverse Green Subdivision is located in BENCO Electric territory and can be served by the City without compensation to BENCO Electric.

The basis for financial exchange includes the theory of potential lost revenue for BENCO and the potential gain in revenue by the City. In most private development cases, the City would be required to negotiate a rate and cost for each new meter in the acquired areas. Since the City is the developer of Traverse Green Subdivision, BENCO has agreed to not seek compensation for lost revenue.

The areas to be obtained for service with City electric service include:

- 1) 85.06 acres of parkland and City/School area including right-of-way (ROW) along 361st Avenue and West Broadway Avenue (includes the new roundabout area).
- 2) 17.10 acres of the Traverse Green Subdivision (most westerly area) and the most southerly boundary along Traverse Road.

- 3) .76 acres along the west Lambert property which will now align with the property line.
- 4) 5.71 acres of the 357th Avenue right-of-way (Gardner Road) from West Jefferson Avenue to West Broadway Avenue.

Right-of-way areas to be purchased are needed to install street lights on the City's system for safety and security.

For the areas not covered by the 2008 ruling, BENCO is seeking a 10-year loss revenue based on kilowatt usage. The primary facility is the new high school which is located in BENCO territory. The compensation for the transfer of territory between municipals and co-ops has been based on lost revenue calculated as a multiplier of the annual consumption times the average electric rate.

A mill rate was negotiated and agreed to at 12½ mills (0.0125) per kilowatt hour (kWh) sold. Centered on annual anticipated kWh usage of 700,000 kWh, the annual fee paid to BENCO would be approximately \$8,750. Over a 10-year period the estimated fee would be \$87,500. The City has also agreed to a one-time payment of \$8,400 to be completed by December 31, 2016 for consulting services, engineering and technical reviews of the proposed agreement.

The payment agreement would start January 1, 2018 and run through December 31, 2027 with payments based on actual consumption summarized at the end of each year for a full 10-year period.

The legal agreement covers the necessary information to protect both the City and BENCO. It is requested that the City Administrator be authorized to enter into this agreement. BENCO has taken Board action and their General Manager has signed the agreement. Once approved by our City Council, a letter signed by both entities would be submitted to the MPUC stating our intent to change territory boundaries.

FISCAL IMPACT:

Beginning in 2018, the City will compensate BENCO at the rate approved by the City Council for all electrical usage consumed based on the agreed to mil rate.

ALTERNATIVES/VARIATIONS:

Do Not Act: The agreement would not be executed and staff would seek additional direction from the City Council.

Negative Vote: No further action will be taken without additional direction from the City Council.

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

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

PM/amg



July 15, 2016

Minnesota Public Utilities Commission
121 7th PI E Ste 350
Saint Paul, Minnesota 55101

RE: Electric Service Territory Exchange – Joint Letter

Dear Sir or Madam:

This letter is intended to serve as official notice that pursuant to Minn. Stat. 216B.39 that the following permanent boundary change and electric service territory purchase has been mutually agreed to as per the attached service agreement. Electronic service and correspondence related to this filing can be submitted to petem@saintpetermn.gov at the City of Saint Peter.

Names of Company Contacts:

City of Saint Peter
Pete Moulton
Director of Public Works
(507) 934-0670
petem@saintpetermn.gov

BENCO
Wade Hensel
General Manager
(507) 387-7963
wadeh@benco.org

Legal Description: A legal description of the changed boundary is attached. Also included is a digital PDF of the service area change.

Should you have additional questions please feel free to contact me at 507-934-0670.

Sincerely,

Pete Moulton
Director of Public Works
City of Saint Peter

Wade Hensel
General Manager
BENCO Electric

ELECTRIC SERVICE TERRITORY AGREEMENT

This agreement ("Agreement"), is made and entered into effective as of the 15th day of July, 2016, by and between Saint Peter Municipal Utilities, a municipal utility duly organized and existing under the laws of the State of Minnesota ("Municipal") and BENCO Electric Cooperative, a rural electric cooperative duly organized and existing under the laws of the State of Minnesota ("Cooperative"), individually or collectively referred to as a "Party" or "Parties."

WHEREAS, the laws of the State of Minnesota, namely Minnesota Statutes §§ 216B.37-216B.47, provide the terms and conditions under which the Municipal may extend retail electric service throughout the corporate limits of the city, as well as authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement;

WHEREAS, the Municipal seeks to provide exclusive electric service to three areas located within the electric service territory assigned to the Cooperative, respectively known as (1) Saint Peter High School Area, (2) the City Park Area, and (3) Traverse Green Subdivision Area, and related street lighting, all described in greater detail in the maps and legal descriptions attached hereto as Exhibit A (collectively, the "Affected Areas");

WHEREAS, the Parties desire to provide stability and reliability of service to the Parties' responsive customers and members, and to support long-term planning for resources, power supply and customer service. Representatives of the Parties have participated in a series of meetings to discuss technical requirements and prudent utility planning for the transition of the Affected Areas.

WHEREAS, the Parties have negotiated a mutual settlement and wish to avoid litigation regarding compensation for such electric service territory transfer; and

WHEREAS, by entering this Agreement the Parties desire to continue the successful and cooperative relationship between the utilities, to conduct prudent utility planning and practices, and to better serve and benefit the Parties' customers.

NOW, THEREFORE in consideration of the premises and of the mutual covenants contained herein, the Parties agree as follows:

Article I: Transfer of Electric Service Territory Rights

1.1 The Municipal is currently providing interim electric service to the Saint Peter High School Area pursuant to the Cooperative's written consent, confirmed by agreement dated November 1, 2015.

1.2 The exclusive right and obligation to provide permanent electric service to the Affected Areas shall automatically transfer to the Municipal upon the effective date of this Agreement (the "Transfer Date").

Article II: Settlement Payments

2.1 Loss-of-Revenue Payments. As settlement payment and in consideration of the covenants, releases, and representations made by the Cooperative herein, Municipal agrees to make solely the following loss-of-revenue payments to the Cooperative. The Municipal shall annually pay the Cooperative an amount equal to the result of multiplying 12.5 mills (\$0.0125) times each kilowatt hour of electric energy sold by the Municipal to St. Peter High School, located at 2121 West Broadway Avenue. The loss-of-revenue payment period shall be for a period of ten (10) years commencing January 1, 2018. Payment shall be made according to Section 2.5.

2.2 One-Time Payment. In recognition of the technical expertise and consulting services relied upon in considering the engineering and technical issues, for the benefit of all parties, after the approval of this Agreement, the Municipal shall make a one-time payment to the Cooperative in the agreed upon amount of \$8,400. This payment shall be made by December 31, 2016.

2.3 Facilities and Integration Expenses. The Parties acknowledge and agree that (a) the Cooperative has no facilities in the Affected Areas that will be transferred to the Municipal, and that no payment will be made on the basis of facilities; and (b) no payment is owing for integration expenses.

2.4 No Other Payments. The Parties acknowledge and agree that except as provided in Sections 2.1 and 2.2, no other payments shall be due for the transfer of the Affected Areas under the terms of this Agreement.

2.5 Payment Process. The calculation of any amount due under Section 2.1 shall be made for the period concluding on December 31st of each year under consideration and payment of the annual amount so determined will be made by the Municipal by March 1st of the following year. The Municipal's sales shall be calculated on the basis of its meter readings, as made in the ordinary course of its utility business. With its annual payment, the Municipal shall provide a written report to the Cooperative, certified as true and correct by the Director of Public Works, summarizing the kilowatt hours sold by the Municipal to the Saint Peter High School and the basis for the calculation of the compensation due to the Cooperative.

2.5.1 The Municipal shall also provide the Cooperative copies of such additional supporting data as the Cooperative may reasonably request, at the Cooperative's expense, including metering data that reflects kilowatt hours sold, but, pursuant to Minn.

Stat. § 13.685, may not contain any data that could identify any customer (e.g., by name, address, phone, or social security number). Any dispute concerning amounts due under this Article 2 shall be governed by Article 6 of this Agreement.

Article 3: Filings

3.1 Promptly after the execution of this Agreement, the Cooperative consents and authorizes, and the Municipal agrees, that Municipal shall file the Parties' joint request, under Minn. Stat. § 216B.39, subd. 3, legally describing and depicting the Affected Areas, that the MPUC modify the service territory boundary and recognize the service territory transfer. Notice and a copy thereof shall be provided by the Municipal to the Cooperative not less than ten (10) days before filing with the MPUC. If the service territory boundary modification procedure described in this Section materially changes in the law, the Parties will follow the process provided by law.

3.2 If the MPUC or the Department of Commerce raises any question or challenges any provision of the boundary adjustment, this Agreement, or the due performance thereof, the Parties shall each, at its own expense, exercise any and all lawful efforts reasonable and necessary to respond to said questions and to assure the transfer of service territory. If for any reason the MPUC refuses to recognize any service territory transfer described in Article 1, the Cooperative shall return any payments made by the Municipal pursuant to Article 2, upon demand by the Municipal.

Article 4: Representations and Warranties

4.1 The Municipal and the Cooperative hereby mutually represent and warrant, each to the other, as follows:

(a) Each is duly organized and existing in good standing under the laws of the State of Minnesota and each has all requisite power and authority to own, lease and operate its electric service facilities;

(b) Each has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all the necessary corporate action to authorize the execution, delivery and performance of this Agreement; and

(c) This Agreement constitutes a valid and binding obligation of each Party enforceable in accordance with its terms.

Article 5: Mutual Waiver and Release of Claims

5.1 The Parties do hereby each unconditionally release and waive any and all claims, known or unknown, which they may now have or have in the future arising from any action or omission of the Parties or any fact or circumstance first occurring prior to the date hereof, whether or not continuing in nature, which relate to or arise from the right of either Party to provide electric service to any particular third party in the Affected Areas. Provided, however, the foregoing provisions of this Article 5 do not waive or release any claim that either Party may have for any breach of any covenants or any misrepresentations contained in this Agreement.

5.2 Each Party will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

Article 6: Alternative Dispute Resolution

6.1 In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet in person and

confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in the District Court for the county in which the service territory is located. The Transfer Date is not affected by any dispute or action to determine compensation.

Article 7: General Terms and Conditions

7.1 Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt. The address for notice to each Party is as follows (as may be later changed by a Party by proper notice):

If to MUNICIPAL:
City of Saint Peter
Attn: Director of Public Works
Public Works Department
405 W. Saint Julien Street
St. Peter, Minnesota 56082-1874
Fax: 507-934-1358

If to the COOPERATIVE:
BENCO Electric Cooperative
Attn: General Manager
20946 549 Avenue
Mankato, MN 56001
Fax: 507-387-1269

7.2 This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors and assigns.

Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.

7.3 This Agreement (including recitals and exhibits hereto) constitutes the entire Agreement and, with respect to service within the Affected Areas and compensation to the Cooperative, supersedes all prior agreements and understandings, oral and written, between the Parties.

7.4 The Parties acknowledge that this Agreement is the result of arms length negotiations between the Parties, each taking into consideration the costs and risks of litigation otherwise required to resolve the matters addressed in this Agreement. This Agreement does not reflect the position of either the Party as to the appropriate application of the law determining electric service territory rights or compensation in such matters, and, in matters apart from the Affected Areas, shall not be considered binding precedent in separate and future transactions between the Parties. For any electric service territory matters between the Parties not governed by this Agreement, the Agreement shall not act as precedent in the determination of compensation, if any be due.

7.5 Each of the Parties acknowledges that the adjustment of electric service territory boundaries provided for herein is unique in that neither Party will have an adequate remedy at law if the other Party fails to perform any of its obligations hereunder. In such event, either Party shall have the right, in addition to any other rights it may have, to petition for and obtain specific performance of this Agreement in the District Court for the county in which the service territory is located. Due to the unique nature of such disputes, this Agreement shall have no precedential value and will not be used as evidence of the reasonableness of any future settlement.

7.6 This Agreement may only be amended in writing, signed by each of the Parties. Headings are for convenience and are not a part of this Agreement.

7.7 The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.

7.8 If any provision in this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

7.9 This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

7.10 By executing this Agreement, the Parties acknowledge that they: (a) enter into this Agreement knowingly, voluntarily and freely; (b) have had an opportunity to consult an attorney before signing this Agreement; and (c) have not relied upon any representation or statement not set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

BENCO ELECTRIC COOPERATIVE

By: Wade R Hensel

Wade Hensel

Its: General Manager

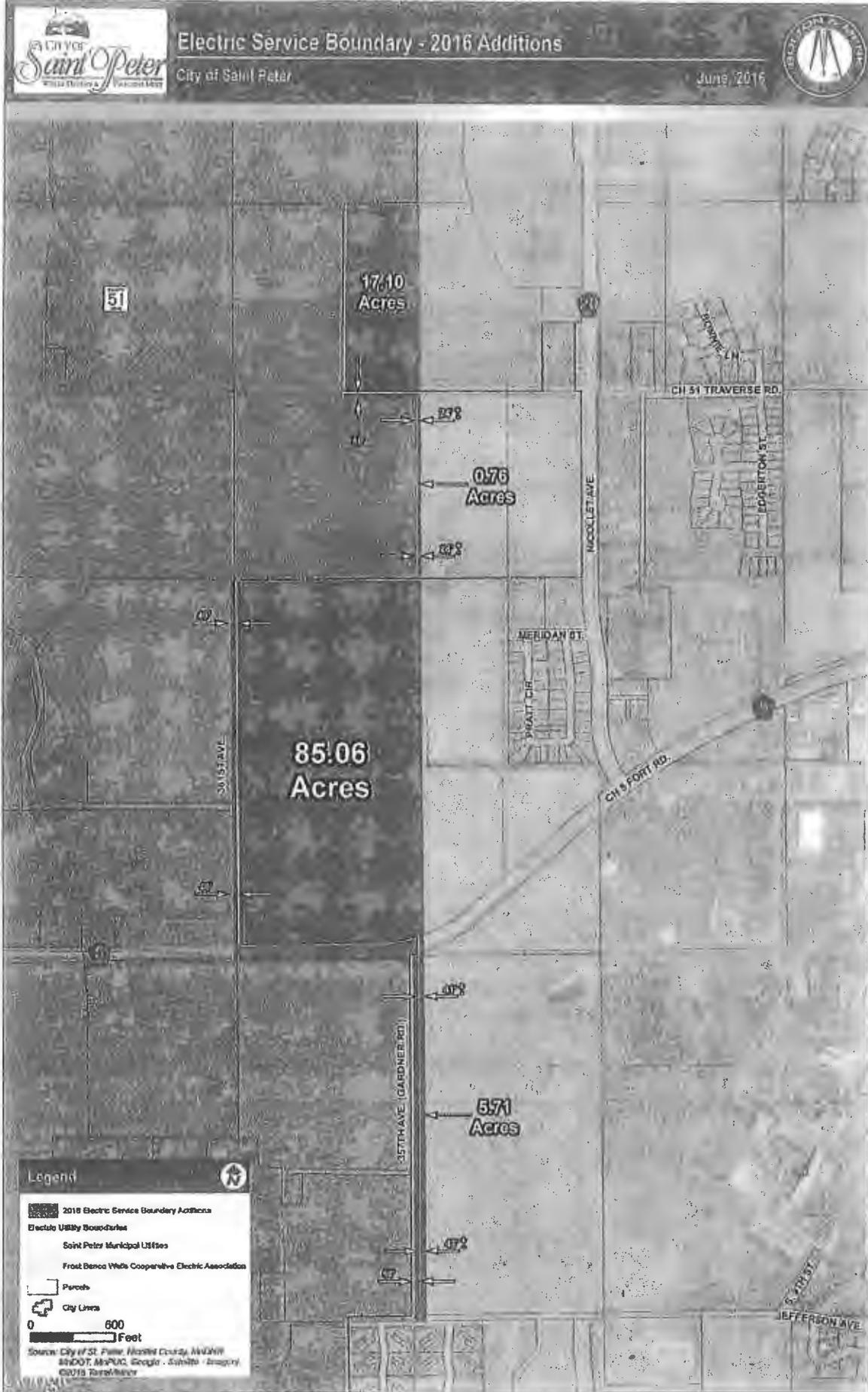
SAINT PETER MUNICIPAL UTILITIES – CITY OF SAINT PETER

By: _____

Todd Prafke

Its: City Administrator

EXHIBIT A: MAPS AND LEGAL DESCRIPTIONS OF AFFECTED AREAS



CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 –

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH BENCO ELECTRIC TO
PURCHASE SERVICE AREA IN WESTERN SAINT PETER AND AUTHORIZING
SUBMITTAL TO MINNESOTA PUBLIC UTILITIES COMMISSION**

WHEREAS, the City of Saint Peter municipal electric system has expanded with the construction of a new high school and City park on the western edge of Saint Peter which has expanded into BENCO Electric Cooperative territory; and

WHEREAS, the City has begun construction on the Traverse Green Subdivision of which the western area is located in the BENCO service area; and

WHEREAS, it is in the City's best interest to serve areas developed by the City with municipal power; and

WHEREAS, an agreement has been reached with BENCO Electric so that the City may serve these areas.

WHEREAS, the modification of territory boundaries must be approved by the Minnesota Public Utilities Commission.

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

1. The City Administrator is authorized to enter into an agreement for the transfer of 108.63 acres of electric utility territories as follows
 - a. 85.06 acres of parkland and City/School area including right-of-way (ROW) along 361st Avenue and West Broadway Avenue (includes the new roundabout area).
 - b. 17.10 acres of the Traverse Green Subdivision (most westerly area) and the most southerly boundary along Traverse Road.
 - c. .76 acres along the west Lambert property which will now align with the property line.
 - d. 5.71 acres of the 357th Avenue right-of-way (Gardner Road) from West Jefferson Avenue to West Broadway Avenue.
2. Payment for electrical energy consumed at the Saint Peter High School shall be at a mill rate of 12 ½ mills (\$.0125/kWh); and
3. A one-time payment of \$8,400 for consulting and technical reviews shall be authorized; and
4. Staff is directed to submit the request for a transfer of territories to the Minnesota Public Utilities Commission.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator

TO: Todd Prafke
 City Administrator

DATE: 7/21/2016

FROM: George Rohrich
 REHC CEO

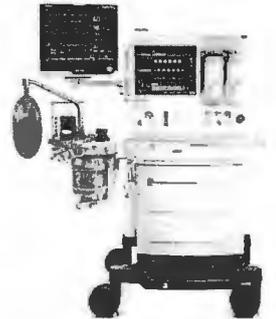
RE: Recommendation for Anesthesia System Purchase.

ACTION/RECOMMENDATION

Authorize purchase of Mindray A7 Anesthesia System for \$51,000 from Universal Hospital Services.

BACKGROUND

River's Edge Hospital & Clinic (REHC) Hospital Commission recommends the City Council authorize the purchase of a Mindray A7 Anesthesia System. This equipment will replace a 1993 Draeger Narkomed 2B which is no longer supported by the manufacturer.



Four quotes were solicited for replacement of this machine as follows:

	Cost	History	Staff Preference	Integration with Electronic Health Record
Draeger Fabious GS	\$60,000	Currently have Draeger Machine with great history of service and little maintenance	Ruled out based on cost and similar functionality of competitor.	No integration with Excellian EHR. Allina currently exploring which machine will be selected – will not be available for integration for Affiliates until 2018.
Mindray A7	\$51,000	Currently using Mindray AS3000 with great history of service and little maintenance	CRNA staff unanimously preferred this machine Additional automatic reporting features with anesthesia agent usage.	No integration with Excellian EHR. Allina currently exploring which machine will be selected – will not be available for integration for Affiliates until 2018.
Mindray A5	\$44,200	Currently using Mindray AS3000 with great history of service and little maintenance	Mid-Grade model with many of the features available on A7. Does not have auto reporting features. Monitor is the same as A7	No integration with Excellian EHR. Allina currently exploring which machine will be selected – will not be available for integration for Affiliates until 2018.

GE	No Response, No Quote obtained	Have not used GE machine at REHC	Did not pursue	No integration with Excellian EHR. Allina currently exploring which machine will be selected – will not be available for integration for Affiliates until 2018.
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FISCAL IMPACT:

There is no fiscal impact to the City of Saint Peter. REHC will provide the \$51,000 to purchase this equipment.

COMMUNITY IMPACT: Improved access/availability of anesthesia services and surgical services are the primary benefits.

ALTERNATIVES/VARIATIONS:

Do Not Act: Delay would result in continued use of aging equipment which may not be repairable in the future.

Denial: Delay would result in continued use of aging equipment which may not be repairable in the future.

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

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

GR/

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016 -

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

**RESOLUTION APPROVING PURCHASE OF ANESTHESIA SYSTEM BY RIVER'S EDGE
HOSPITAL AND CLINIC**

WHEREAS, the City of Saint Peter owns and operates River's Edge Hospital and Clinic; and

WHEREAS, City Code regulations require City Council approval for Hospital equipment purchases exceeding \$50,000 may only be purchased after a formal sealed bid procedure and subsequent approval by the City Council; and

WHEREAS, the Hospital wishes to replace a 1993 anesthesia system that is no longer supported by the manufacturer; and

WHEREEAS, four quotes were received for replacement of the equipment ranging from \$44,200 to \$60,000; and

WHEREAS, the Hospital Commission requests authorization to purchase the \$51,000 system from Universal Hospital Services.

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

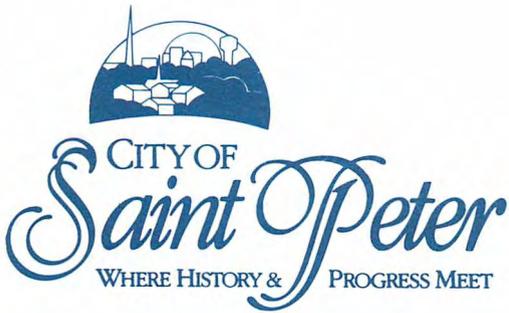
1. The Hospital is authorized to proceed with purchase of a Mindray A7 anesthesia system from Universal Hospital Services in the amount of \$51,000.
2. Funding for the purchase shall be from Hospital funds.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 7/21/2016

FROM: Todd Prafke
City Administrator

RE: TdS Library Contract

ACTION/RECOMMENDATION

Approve the attached resolution authorizing the Mayor and City Administrator to enter into an agreement for library services through Traverse des Sioux Library System (TDS).

BACKGROUND

As Councilmembers may recall, the City is part of a regional system that provides library services for Libraries. Those services include online cataloging, data integration, some computer access services, book preparations, interlibrary loans, courier services and access to other library systems. Those services are described as Package 3 of the contract.

Enclosed please find a copy of the contract for services in the 2016 year. The contract is substantially similar to contracts from previous recent years and as you may note, we are selecting the same level of services we have used in the past (Package 3).

The services we purchase are in integral part of the services we in turn provide to our patrons.

FISCAL IMPACT:

The cost for these services is \$23,103.93. This cost structure and price is very similar to the amount you have paid in the recent past.

ALTERNATIVES/VARIATIONS:

Do Not Act: Staff will wait for further direction. If you don't approve this, the City would be in a position that would require us to quickly solve any gaps that would occur in service provision.

Denial: Staff will wait for further direction. Again, the services we purchase are needed by the Library.

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

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

TP/bal

Traverse des Sioux Library Cooperative

TRAVERSE DES SIOUX LIBRARY COOPERATIVE Member Library Agreement for Services 2016

Whereas Regional Libraries exist to serve the needs of the participating member libraries and all citizens of a region, and

Whereas public libraries can provide cost effective services for their citizens by sharing services that may be made more efficient through cooperative efforts, and

Whereas TdS uses the Regional Library Basic System Support funding from the State of Minnesota to support basic system services, and

Whereas TdS desires to provide opportunities for member libraries to contract for services unable to be fully funded by Regional Library Basic System Support, and

TdS offers this contract of service options for member libraries.

Article I: General

1. The Traverse des Sioux Library Cooperative (hereafter known as TdS) and the **St. Peter Public Library**, a TdS member library (hereafter known as the Member Library) enter into this agreement for the purpose of contracting for services.
2. This agreement is effective for the 2016 calendar year.

Article II: Definitions

For the purpose of this agreement:

1. Traverse des Sioux Library Cooperative, also referred to as TdS, is a federated regional library system designated by the Minnesota State Board of Education to strengthen, improve and promote public library services in southcentral Minnesota, organized under the provision of Minnesota Statute 134.
2. Member Library is a public library established under Minnesota Statute 134 that provides free access to all residents of a city or county without discrimination and receives at least half its financial support from public funds. Member Library is a library in the region with or without branches. Headquarters libraries will sign for all branch libraries, but branch libraries will receive the same services.

3. Advisory Council of Member Library Directors is a group made up of member library directors, or assigned representatives, who meet monthly to share information, recommend regional policies and procedures, and determine best practices to better serve library users in the region. Recommendations from the Advisory Council are approved by a simple majority vote and referred to the TdS Board of Directors for discussion and appropriate action.
4. Delivery means transport of materials and information, to, from, and among member libraries in the regional delivery system, other MnLINK libraries, and OCLC libraries with statewide delivery.
5. Interlibrary Loan, also referred to as ILL, is a service that allows a library card holder of one library system to borrow materials, which are not owned or available within their own system, from another library system. This is made possible because of cooperative agreements that allow libraries to share materials for the benefit of library users.
6. Automation includes the regional shared integrated online catalog and enhancements, circulation, reporting, cataloging, serials control, acquisitions and fund accounting, shared bibliographic and patron databases, training, and technical support.
7. Vendor means company or individual to which TdS contracts for goods or services.

Article III: Services offered by TdS and elected by the St. Peter Public Library

It is mutually agreed that TdS shall provide packaged services as detailed in Appendix A for Package 1, Appendix B for Package 2 and Appendix C for Package 3, which are attached and incorporated herein in their entirety. Member Library agrees to compensate TdS for such services as detailed in the respective Appendices. Member library has elected the package indicated below.

- | | | |
|-----------|-----|-----------------------------------------------|
| Package 1 | ___ | Delivery |
| Package 2 | ___ | Delivery and Interlibrary Loan |
| Package 3 | ___ | Delivery and Interlibrary Loan and Automation |

Article IV: Traverse des Sioux Library Cooperative Responsibilities

In performing all services under all of these packages, it is mutually agreed that TdS shall:

1. Work with the Advisory Council of Member Library Directors to make recommendations on policy, procedure, budget, and problem resolution. The TdS Board of Directors will provide final approval and authority on such policies, procedures, budgets, and problem resolutions that affect the region as a whole.

2. Pay all vendor invoices in a timely manner so as not to incur late payment charges. If a late payment charge occurs, TdS shall be responsible for that payment.
3. Bill and collect from each Member Library its fees as elected by the Member Library in Article III above and described in the appendices attached.
4. In the event the agreement between any vendor and TdS is canceled for any reason, outstanding liabilities shall be paid. Any remaining funds collected under this paragraph shall be returned to the Member Libraries on the same prorated basis upon which they were collected.
5. Work with vendors to make all possible efforts to minimize the number of times in which any service is unavailable for normal operations.
6. Remain a member in good standing with MINITEX.
7. Not be liable or responsible for losses caused by interruption of service due to causes beyond its control, including, but not limited to, acts of God, equipment failure, power outages, inclement weather, and/or sabotage to the system. TdS will work with vendor and Member Library to resolve any incidents related to the above. TdS will contract with the contracted products vendor(s) to provide a secure site with a regularly scheduled, complete backup of the database and all means necessary to recover the contracted products in the event of a disaster.
8. Maintain a philosophy of cooperation in decision-making and professional interactions.

Article V: Member Library Responsibilities

In order to receive said services, Member Library agrees that it shall:

1. Pay invoices for services within 60 days of receipt of a TdS invoice, unless otherwise mutually agreed in writing. Failure by the Member Library to pay invoice amount promptly shall be a breach of this agreement and cause for immediate termination of this agreement as provided in Article VI below.
2. Be responsible for preliminary troubleshooting, maintenance, and repair of all equipment, in order to expedite the process when calling TdS for assistance.
3. Send a representative to appropriate TdS meetings and/or training sessions.
4. Comply with standards and procedures agreed upon by the Advisory Council of Member Library Directors and approved by the TdS Board of Directors.
5. Comply with state and federal laws regarding the privacy of and access to library records.

6. Refrain from any activity which dilutes the value of the services provided by TdS to the Member Library or to others, shifts costs from users of services provided by TdS to non-users, or results in libraries obtaining services without payment.
7. Maintain a philosophy of cooperation in decision-making and professional interactions.

Article VI: Termination

1. This agreement shall be in effect during the full calendar year from January 1 to December 31, 2016, unless terminated as provided below.
2. Time of delivery of services is of the essence. The failure of TdS to deliver services in a commercially reasonable manner shall constitute a material breach of this contract, which shall entitle the Member Library to terminate the contract by delivery of 60-days written notice to TdS.
3. This agreement may be terminated by TdS with 60 days written notice for Member Library violations of any of the provisions in Article V.
4. In the event of a breach of this agreement by TdS, the Member Library shall inform TdS of the breach in writing. The Member Library may withhold payment for that service resulting in the breach until the breach is cured. TdS must cure the breach within 60 days. If the breach is not so cured, the Member Library may terminate this agreement.
5. In the event that Member Library or TdS would otherwise be unable to meet its financial obligations, said party may terminate this agreement during the course of the contract by providing the other party with 120 days written notice of its intent to terminate.

Article VII: Other

1. All provisions of this agreement shall be interpreted according to Minnesota Law.
2. This agreement may only be amended by mutual written agreement.
3. This agreement replaces and supersedes all previous agreements unless otherwise mutually agreed to with respect to services.
4. Should any part of this agreement become inconsistent with any state or federal law, such law shall take precedence over that part of this agreement, while the balance of this agreement shall remain in full force and effect
5. TdS and Member Library have a responsibility to monitor compliance of both parties with TdS agreements, bylaws, policies and procedures. Any non-compliance with agreements, bylaws, policies, or procedures will be brought to the TdS and Member Library Boards to determine appropriate action.

6. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

For Traverse des Sioux Library Cooperative:

For Member Library:

Director

City Administrator

Board President

Mayor

Date

Date

Appendix A

Package 1: Delivery

TdS shall provide Delivery Services and Member Library shall pay for said services as follows.

Payment for Delivery Services shall be equal to the percentage of responsibility for said services under the 2016 Fee Structure agreed to and paid by Member Libraries. The fee structure is attached hereto as Schedule 1 and incorporated by reference.

In addition to those services detailed in Article IV of the agreement, in performing Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor.
2. Be responsible for management of regional delivery, scheduling, and problem solving.
3. Provide space and access to Delivery vendor for picking up and dropping off library materials.
4. Provide adequate storage tubs for transporting materials.
5. Remain a member in good standing of MINITEX.

In addition to those services detailed in Article V of the agreement, in performing their obligations under Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and an open, accessible area for pickup and delivery.

For Traverse des Sioux Library Cooperative:

For Member Library:

Director

City Administrator

Board President

Mayor

Date

Date

Appendix B

Package 2: Interlibrary Loan and Delivery

TdS shall provide Interlibrary Loan (ILL) and Delivery Services, and Member Library shall pay for said services follows.

Payment for ILL and Delivery Services shall be equal to the percentage of responsibility for said services under the 2016 Fee Structure agreed to and paid by TdS Member Libraries. The fee structure is attached hereto as Schedule 1 and incorporated by reference.

In addition to those services detailed in Article IV of the agreement, in performing ILL and Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor.
2. Be responsible for management of regional delivery, scheduling, and problem solving.
3. Provide space and access to Delivery vendor for picking up and dropping of library materials.
4. Provide adequate storage tubs for transporting materials.
5. Provide access and proper sorting and packaging for state-wide delivery vendor.
6. Remain a member in good standing in MINITEX and MnLINK.
7. TdS will meet all of the MnLINK Gateway Server site requirements.
8. TdS agrees to handle interlibrary loan requests through VDX for the Member Library.
9. TdS will follow and keep current with all policies, procedures, and standards required by the American Library Association and MnLINK.
10. Assess an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.

In addition to those services detailed in Article V of the agreement, in performing their obligations under ILL and Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and an open, accessible area for pickup and delivery.
4. Agree to have cataloged and barcoded all current materials promptly.
5. Agree to lend circulating materials in accordance with TdS and MNLINK guidelines, and in accordance with the Minnesota Reciprocal Borrowing Compact.
6. Agree to pay an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.

For Traverse des Sioux Library Cooperative:

Director

Board President

Date

For Member Library:

City Administrator

Mayor

Date

Appendix C

Package 3: Automation, Interlibrary Loan and Delivery

TdS shall provide Automation, Interlibrary Loan (ILL), and Delivery Services; and Member Library shall pay for said services as follows.

Payment for Automation, ILL, and Delivery Services shall be equal to the percentage of responsibility for said services under the 2016 Fee Structure agreed to and paid by TdS Member Libraries. The fee structure is attached hereto as Schedule 1 and incorporated by reference.

In addition to those services detailed in Article IV of the agreement, in performing Automation, ILL, and Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor.
2. Be responsible for management of regional delivery, scheduling and problem solving.
3. Provide space and access to delivery vendor for picking up and dropping off library materials.
4. Provide adequate storage tubs for transporting materials.
5. Provide access and proper sorting and packaging for state-wide delivery vendor.
6. Remain a good standing member of MINITEX and MnLINK.
7. TdS will meet all of the MnLINK Gateway Server site requirements.
8. TdS agrees to handle interlibrary loan requests through VDX for Member Library.
9. TdS will follow and keep current with all policies, procedures, and standards required by the American Library Association and MnLINK.
10. Assess an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.
11. Provide overall administration, management and problem solving for regional automation services.
12. Offer regional training opportunities.
13. Administration of regional telecommunications network and provision of internet services to Member Libraries, including cost abatement, and e-rate applications.
14. Provide hardware, software and network support.
15. Participate in the automated state-wide resource sharing network through the ILL Department
16. Provide an ongoing, updated list of minimum requirements for public and patron PCs and peripheral equipment, such as barcode readers, receipt printers, etc., to Member Libraries.
17. Acquire appropriate products for automation system operation from vendors as requested by Member Library and deliver and install according to a mutually-agreed-upon schedule.
18. Work with Member Library to develop an efficient, effective, and equitable method for cataloging new materials and adding records to the automation system's database.

19. Ensure that all bibliographic data entered into the automation system complies with national standards for machine-readable cataloging and form of entry.
20. Regularly investigate the feasibility of adding new subsystems and/or products or services to Member Libraries.
21. Contract with automation vendor to provide daily backup of data, with one copy of all data stored off-site each week.
22. Contract with automation vendor to make all possible efforts to minimize the amount of time during which the automation system is unavailable for normal operations.
23. Comply with state and federal laws regarding privacy and access to library records.
24. Offer cooperative purchasing of hardware and software for best pricing.

In addition to those services detailed in Article V of the agreement, in performing their obligations under Automation, ILL, and Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and an open, accessible area for pickup and delivery.
4. Agree to have cataloged and barcoded all current materials promptly.
5. Agree to lend circulating materials in accordance with TdS and MNLINK guidelines and in accordance with the Minnesota Reciprocal Borrowing Compact.
6. Agree to pay an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.
7. Maintain compliance with the requirements of the Children's Internet Protection Act. Have on file with TdS an Internet Acceptable Use Policy, approved by Member Library Board.
8. Contribute to the shared bibliographic database by submitting materials for cataloging to TdS or by adding holdings to existing bibliographic records already in the database.
9. Comply with state and federal laws regarding privacy and access to library records.
10. Make prompt payments of all invoices for equipment and peripherals ordered through TdS.
11. Member Library agrees to pay vendor service charges and penalties if late payments occur.
12. Install only devices or peripheral equipment to system and/or network that have been approved by TdS, so as not to harm or degrade the automation system in any way.
13. Be responsible for preliminary local troubleshooting, maintenance, and repair of all local equipment, in order to expedite the process when calling TdS if automation system and/or network problems continue.
14. Be responsible for the maintenance of record holdings information, item, and patron records held in the shared automation system.
15. Agree to share machine-readable bibliographic records with other Member Libraries.

For Traverse des Sioux Library Cooperative:

Director

Board President

Date

For Member Library:

City Administrator

Mayor

Date

Schedule 1
Traverse des Sioux Library Cooperative Fee Structure 2016

Library Name	Total Delivery Fees	Total Automation Fees	Total Cataloging Fees	Total ILL Base Fee*	Total Service Fees	Non- Participation Fee	2016 Total
Martin Luther College		\$6,779.24	\$0	\$500.00	\$ 7,279.24	\$0.00	\$7,279.24
Comfrey	\$3,467.16	\$1,717.58	\$2,355.38	\$500.00	\$8,040.12	\$0.00	\$8,040.12
Dyckman	\$4,531.36	\$3,357.17	\$2,388.27	\$500.00	\$10,776.81	\$0.00	\$10,776.81
Hanska	\$2,311.44	\$941.15	\$ 545.45	\$500.00	\$4,298.03	\$0.00	\$4,298.03
New Ulm	\$5,778.60	\$11,035.96	\$8,930.43	\$1,000.00	\$26,744.99	\$0.00	\$26,744.99
Springfield	\$4,622.88	\$3,382.38	\$3,271.79	\$500.00	\$11,777.05	\$0.00	\$11,777.05
Blue Earth	\$3,467.16	\$ 4,518.48	\$3,187.96	\$ 500.00	\$11,673.60	\$0.00	\$11,673.60
Elmore	\$2,311.44	\$1,473.44	\$757.22	\$ 500.00	\$5,042.10	\$0.00	\$5,042.10
Wells	\$4,622.88	\$ 3,094.46	\$2,804.89	\$500.00	\$11,022.23	\$0.00	\$11,022.23
Muir	\$4,622.88	\$2,402.38	\$ 2,276.28	\$500.00	\$9,801.54	\$0.00	\$9,801.54
Waseca-LeSueur	\$27,737.30	\$24,144.05	\$15,260.14	\$1,000.00	\$68,141.49	\$0.00	\$68,141.49
Martin County	\$16,180.09	\$13,398.54	\$ 8,128.21	\$ 1,000.00	\$38,706.84	\$0.00	\$38,706.84
North Mankato	\$ 2,311.44	\$0	\$ 0	\$1,000.00	\$3,311.44	\$1,337.76	\$4,649.20
St. Peter	\$ 5,778.60	\$11,208.84	\$5,116.49	\$1,000.00	\$23,103.93	\$0.00	\$23,103.93
Sibley County	\$ 21,958.69	\$12,147.17	\$8,558.25	\$1,000.00	\$43,664.11	\$0.00	\$43,664.11
Blue Earth County	\$10,401.49	\$33,565.51	\$17,769.98	\$1,000.00	\$62,736.98	\$0.00	\$62,736.98
Watonwan County	\$16,180.09	\$12,433.65	\$11,419.25	\$1,000.00	\$41,032.99	\$0.00	\$41,032.99
	\$136,283.52	\$ 145,600.00	\$ 92,770.00	\$12,500.00	\$387,153.52	\$1,337.76	\$388,491.28

*Presumes participation in Automation. Non-participating members will be charged an additional fee.

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CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2016-

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

**RESOLUTION APPROVING EXECUTION OF LIBRARY SERVICES CONTRACT WITH
TRAVERSE DES SIOUX LIBRARY SYSTEM**

WHEREAS, the City has previously entered into a contract with the Traverse des Sioux Library System (TDS) for functions and services that are needed by the Saint Peter Library; and

WHEREAS, a contract for those services in 2016 has been proposed by TDS; and

WHEREAS, sufficient funding has been budgeted in the library budget to cover the costs of the contract.

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 hereby authorized to execute a contract with the Traverse des Sioux Library System for library services in 2016.
2. Funding for the service shall be provided from the Library fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of July, 2016.

Charles Zieman
Mayor

ATTEST:

Todd Prafke
City Administrator