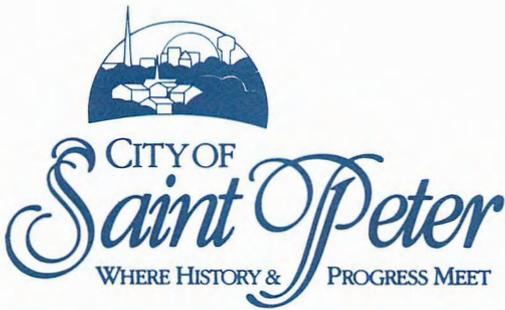


**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Special City Council Meeting of Monday, November 2, 2015
Library Meeting Room – 5:30 p.m.

- I. **CALL TO ORDER**
- II. **NEW BUSINESS**
 - A. Land Purchase From School District #508
 - B. Traverse Road Sanitary Sewer and Watermain Improvements Bid Award
- III. **ADJOURNMENT**

Office of the City Administrator
Todd Prafke



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 10/30/2015

FROM: Todd Prafke
City Administrator

RE: Housing Subdivision Land Purchase

ACTION/RECOMMENDATION

Approve the attached resolution directing the Mayor and City Administrator to enter into a purchase agreement with School District #508 for the purchase of land commonly referred to as the Loomis/Pell Property for an amount of \$450,000.

BACKGROUND

The City Council has discussed on many occasions the need for workforce housing within our community. You have been in the planning stages for a development of that type (very similar in nature to the Nicollet Meadows and Washington Terrace Subdivisions), for some time now. You have received regular updates on this possible project.

An image of the property is attached.

The Council has discussed goals and thresholds for taking action and you have indicated the belief that a project of this type is needed for the community demonstrated by the 2014 Housing Study and additional growth within our region. The Council discussed and articulated goals for the project as:

- Continue managed growth of the community based on recommendations in the 2014 Housing Study.
- Maintain the affordability we discussed at the \$190,000 range and working family incomes.
- Meet design standards used in the Building Better Neighborhoods Program, which was previously used by the Council.
- Provide for a component, working with a private developer, that can augment the diminishing supply of lots for homes in the \$230,000+ range.
- Take advantage of the infrastructure construction market as able. (This has been done through a bid process for the water and wastewater needed adjacent to Traverse Road that you will be reviewing later in your meeting.)
- Work closely with our partners in the School District.

The purchase of the land is a major step in moving forward. It is a step that for all intents and purposes means you are going to follow through and develop the housing project described. While there will be opportunities to stop, it is important to understand the risk. The risk is that significant dollars will have been expended and a stop may mean a loss of some of those funds.

That risk is mitigated to some extent as we are purchasing an asset that is likely to maintain its' value, but a change in plan at various stages of development can impact your financial position overall. My overall point is once you start, there is likely to be some negative result from stopping short of completion.

Please remember that this project is not a slam dunk and there are lots of moving parts. Some of the work that still needs to move towards a higher degree of finality include:

- Affordability efforts with Minnesota Housing and Greater Minnesota Housing and others that is to get mortgage, grant, down payment assistance, technical grants and other financial resources.
- Marketability
- Change in the development concept and layout to meet financial goals.
- TIF District Development and Financing
- Inter-fund loan documentation

More detailed information and work will continue through the winter months and you can expect an update at your Goal Session at the end of November. The goals for that discussion will be:

- Review of the latest design
- Discussion of financing issues including use of Tax Increment Financing
- Discussion on Inter-fund Loan process
- Review of the affordability data
- Discussion of Market
- Discussion on ideas to benefit other segments of the market place

FISCAL IMPACT:

The purchase price of \$450,000 will be funded by cash that is derived from your Nicollet Meadows TIF District and the sale of lots. The initial \$225,000 is coming from the Nicollet Meadows TIF district. These are resources that must be spent on qualified housing projects.

The general nature of the agreement is a payment of \$225,000 at the start of the transaction. The remaining \$225,000 will be paid as lots are sold. Any land not actively developed will be rented for crop production and the City and School will share proceeds after expenses.

ALTERNATIVES/VARIATIONS:

Do not act. While no action is required, the benefit of acting in the time frame means that you can exercise a construction contract that is substantially under the Engineer's estimates. While you could build the infrastructure contemplated in that bid, I would not recommend it unless you have the property under your control. Control of the property is accomplished by the agreement.

Negative vote. Staff will assume you do not want to pursue this further unless given alternative direction.

Modify the resolution. This is always an option of the City Council.

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

TP/bal

Google earth



PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement is made on November 2, 2015, by and between the City of Saint Peter, a municipal corporation, hereinafter referred to as **CITY**, and Saint Peter Independent School District 508, a school district, under the laws of the State of Minnesota, **DISTRICT**.

2. OFFER/ACCEPTANCE. In order to develop "Workforce Housing" which will benefit both the **CITY** and the **DISTRICT**, **CITY** offers to purchase and **DISTRICT** agrees to sell real property legally described as follows, to-wit:

Approximately 57 acres to be determined by a mutually agreed upon plat to be drawn consistent with the Draft Sketch attached hereto and incorporated herein as Exhibit 1. Said recordable Plat shall be executed by both parties within the boundaries of the following tracts of land referred to as the Loomis and Pell tracts, legally described as follows, to wit:

A. Loomis tracts:

All that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota, lying East of the following described line:

Commencing at the Northwest Corner of Section 17; thence North 89 degrees 30 minutes 18 seconds East (bearings based on Nicollet County Coordinates System, NAD83 1996 adjustment) on the North line of said Northwest Quarter of the Northwest Quarter, a distance of 802.28 feet to the point of beginning of the line to be described; thence south 00 degrees 16 minutes 36 seconds West, a distance of 1317.66 feet to the South line of said Northwest Quarter of the Northwest Quarter and there terminating. Contains 15.94 acres of land;

and

The West 27.88 acres of the Southeast Quarter of the Southwest Quarter of Section 8, Township 110 North, Range 26 West, Nicollet County, Minnesota;

and

The West 27.88 acres of the Northeast Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota.

- B. Pell tracts together with a yet to be determined portion of the so-called Pell tracts described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 110 North, Range 26 West, Nicollet County, Minnesota lying west of NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof, and lying east of the West 27.88 acres of said Southeast Quarter of the Southwest Quarter of Section 8. (Consisting of 7.83 acres per Survey.)

All that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota lying west of NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof, and lying east of the West 27.88 acres of said Northeast Quarter of the Northwest Quarter of Section 17, and north of a the following parcel of land recorded as Document No. 265663, Nicollet County records, described as follows: All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 110 North, Range 26 West, described as: Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 17; thence North 89 degrees 54 minutes 53 seconds West (assumed bearing) on the south line said Northeast Quarter of the Northwest Quarter a distance of 166.25 feet to the point of beginning; thence continuing North 89 degrees 54 minutes 53 seconds West on said South line, 231.00 feet to the West line of a parcel described as "Division B" and recorded in Book F of Deeds on pages 422 to 426; thence North 00 degrees 10 minutes 58 seconds East on said line 473.04 feet; thence South 89 degrees 54 minutes 32 seconds East, 231.00 feet; thence South 00 degrees 10 minutes 58 seconds West, 473.02 feet to the point of beginning. Said parcel contains 2.51 acres of land and being subject to and togetherwith any and all easements of record. (Consisting of 5.39 acres per Survey.)

located at the Northwest corner of the intersection of Nicollet County Road 51 and Nicollet Avenue, (aka County Road 20) in St. Peter, Nicollet County, Minnesota.

3. ACCEPTANCE DEADLINE. This offer to purchase, unless accepted sooner, shall be null and void at November 10, 2015, and in such event all earnest money shall be refunded to **CITY**.

4. PRICE AND TERMS. The price for the real property, is Four Hundred Fifty Thousand and no/100ths Dollars (\$450,000.00) which **CITY** shall pay as follows: Earnest money of \$100.00 by check, receipt of which is hereby acknowledged to be deposited the next business day after acceptance in trust account of BRANDT LAW OFFICE, and the balance of \$449,900.00 shall be paid under the terms of a Contract for Deed Attached hereto and incorporated herein as Exhibit 2.

5. DEED/MARKETABLE TITLE. Upon performance by **CITY, DISTRICT** shall execute and deliver:

A. Warranty Deeds as provided in the Contract for Deed, conveying marketable title, subject to:

- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 3) Reservation of any mineral rights by the State of Minnesota;
- 4) Utility and drainage easements which do not interfere with existing improvements.

6. POSSESSION. **DISTRICT** shall deliver possession of the property not later than the day of closing.

7. EXAMINATION OF TITLE BY CITY. **DISTRICT** shall furnish **CITY** with an Abstract certified to date including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. **CITY** shall have ten (10) business days after receipt of the Abstract either to have **CITY'S** attorney examine the title and provide **CITY** with written objections or, at **CITY'S** own expense, to make an application for a Title Insurance Policy and notify **DISTRICT** of the application. **CITY** shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide **DISTRICT** with a copy of the Commitment and written objections. **CITY** shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above,

except that this shall not operate as a waiver of **DISTRICT'S** covenant to deliver a General Warranty Deed.

DISTRICT shall have 180 days from receipt of **CITY'S** written title objections to make title marketable. Upon receipt of **CITY'S** title objections, **DISTRICT** shall, within ten (10) business days, notify the **CITY** of **DISTRICT'S** intention to make title marketable within the 180 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by **DISTRICT** shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and **DISTRICT** makes title marketable, then upon presentation to **CITY** and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and **DISTRICT** proceeds in good faith to make title marketable but the 180 day period expires without title being made marketable, **CITY** may declare this Agreement null and void by notice to **DISTRICT**, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to **CITY**.
- C. If title is marketable, or is made marketable as provided herein, and **CITY** defaults in any of the agreements herein, **DISTRICT** may cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages.

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

in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

9. TAXES AND ASSESSMENTS. Real property taxes due and payable in 2015 shall be paid by the **DISTRICT**. Taxes for all prior years shall be paid by **DISTRICT**. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by **DISTRICT**.

10. REPRESENTATIONS AND WARRANTIES BY DISTRICT. **DISTRICT** warrants and represents to **CITY** that the following statements are true accurate as of the date of this Agreement and the Closing Date:

- A. **Title.** **DISTRICT** is the record owner of good and marketable title to the Property. So long as this Agreement remains in force, **DISTRICT** shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or encumbrance of all or any portion of the Property in a manner which will not be released at or prior to Closing.
- B. **Capacity.** **DISTRICT** has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by **DISTRICT** pursuant hereto.
- C. **Hazardous Substances.** **DISTRICT** has no knowledge of, nor has **DISTRICT** used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. **DISTRICT** understands and agrees that, as between **DISTRICT** and **CITY**, **DISTRICT** is solely responsible for liability under any Environmental Laws, including any requisite clean up of any Hazardous Substance, which arise as a result of use of the Property during the period of **DISTRICT'S** ownership. To **DISTRICT'S** knowledge, **DISTRICT** has not received any written notice from any governmental authority concerning the presence of any Hazardous Substance located on, in or under the Property.

1. **“Environmental Law”** means the Comprehensive Environmental Response, Comparison and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
 2. **“Hazardous Substance”** means any pollutant, contaminant, hazardous substance or waste, sold waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- D. **Violations.** Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by **DISTRICT** of any judgment, order, writ, injunction or decree issued against or imposed upon it, or, to **DISTRICT’S** knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.
- E. **Proceedings.** To **DISTRICT’S** knowledge there is no threatened or pending action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against **DISTRICT** with respect to **DISTRICT’S** interest in the Property.
- F. **Governmental Notices.** To **DISTRICT’S** knowledge **DISTRICT** has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other

government building, zoning, environmental, health, fire, safety, platting, subdivision or other law, ordinance or regulation.

- G. **Wells; Private Sewage.** **DISTRICT** certifies and warrants that to **DISTRICT'S** knowledge there are no wells on the property. This representation is intended to satisfy the requirements of that statute. **DISTRICT** certifies that (i) sewage which will be generated at the Property will go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to **DISTRICT'S** knowledge there is no existing or abandoned individual sewage treatment system on the Property.
- H. **Storage Tanks.** **DISTRICT** discloses that to **DISTRICT'S** knowledge there are no above ground or underground tanks are located in or about the Property, in use or abandoned, and no such tanks have been removed during **DISTRICT'S** ownership of the Property except in compliance with applicable Federal, state and local statutes, regulations, ordinances and other regulatory requirements regarding such removal.
- I. **Mechanics Liens.** **DISTRICT** has paid for, or will pay for on or before Closing, all work, supplies and materials, performed upon and supplied to the Property by or on behalf of **DISTRICT**.
- J. **Foreign Person.** **DISTRICT** is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

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

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

11. BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. DISTRICT warrants that there is a right of access to the real property from a public right of way. DISTRICT warrants that there has been no labor or material furnished to the property for which payment has not been made. DISTRICT warrants that there are no present violations of any restriction relating to the use or improvement of the property. These warranties shall survive the delivery of the deed

12. CLOSING DOCUMENTS. At the Closing, DISTRICT shall execute and deliver the following:

- A. **Contract for Deed.** The Contract for Deed shall be in the form set out in Exhibit 2;
- B. **Seller's Affidavit.** A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters;
- C. **Nonforeign Affidavit.** An affidavit of DISTRICT which states that DISTRICT is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and
- D. **Miscellaneous.** Such other instruments and documents as are reasonably required by the Title Insurer.

13. CLOSING. Closing to be scheduled on or before March 1, 2016.

The following costs shall be paid by DISTRICT:

- A. Costs or expenses associated with making title marketable;
- B. Preparation of Warranty deed when the Contract for Deed is paid in full; together with State Deed Tax;
- C. Abstracting costs incurred prior to closing.

The following costs shall be paid by CITY:

- A. Preparation of Plat including all surveyor/engineering costs;

- B. Recording fees; and
- C. Post closing abstracting costs.

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

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

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

DISTRICT: Independent School District 508
Superintendent of Schools
100 Lincoln Drive
St. Peter, MN 56082

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

16. SURVIVAL OF COVENANTS. All of the terms, conditions, covenants and agreements contained in this Agreement shall survive the Closing.

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

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

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

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

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

22. TIME OF ESSENCE: ACCEPTANCE. Time is expressly declared to be of the essence of this Agreement.

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

24. CONDITION OF PROPERTY:

- A. **DISTRICT** shall remove all debris and all personal property not included in this sale from the property before possession date. **DISTRICT** has not received any notice from any governmental authority as to the existence

of any Dutch elm disease, oak wilt, or other disease of any trees on the property.

- B. **DISTRICT** knows of no wetlands, flood plain, or shoreland on or affecting the property.
- C. **DISTRICT'S** warranties and representations contained in this paragraph 24, shall survive the delivery of the Deed or Contract for Deed, provided that any notice of a defect or claim of breach of warranty must be in writing. Any such notice with respect to matters referred to in A., above must be given by the **CITY** to **DISTRICT** within one year of the Date of Closing or be deemed waived.

25. DISCLAIMER. **DISTRICT** does not warrant that the soil is suitable for **CITY'S** purposes. **CITY** may at **CITY'S** expense complete soil testing. In the event the soil tests indicate that the property may only be improved with incurring extraordinary building methods or expense, at **CITY'S** option, this Option Agreement shall become null and void and all option money shall be refunded to **CITY**. **DISTRICT** and **CITY** agree to sign a Cancellation of Option Agreement.

26. RENTAL BACK TO DISTRICT. In consideration of the **DISTRICT** receiving 0% interest on the unpaid balance due under the Contract for Deed, the **CITY** agrees to rent back to the **DISTRICT** such portion of the premises which have not been sold to a third party on the express condition that the **DISTRICT** use said premises as a non real estate taxable FFA Agri-science program.

27. UTILITY INSTALLATIONS. Upon installation of City municipal utilities, the **CITY** agrees to work with the **DISTRICT** and size its utilities sufficiently to accommodate the construction of a new school on the tract retained by the **DISTRICT**.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Dated: _____, 2015

CITY OF SAINT PETER

By _____
Timothy Strand, Mayor

By _____
Todd Prafke, City Administrator

Dated: _____, 2015

SAINT PETER INDEPENDENT
SCHOOL DISTRICT 508

By _____
_____, Chairperson

By _____
_____, Clerk

Closing shall be at the office of:

BRANDT LAW OFFICE
Attorneys at Law
219 W. Nassau, P.O. Box 57
St. Peter, MN 56082
Tel: (507) 931-6940

City-civ\research\school\housing\purchase agreement

17

SITE DATA

83.3 = TOTAL SITE ACRES
 26.0 = SCHOOL ACRES
 57.3 = NET ACRES FOR HOME UNITS

201 = TOTAL HOME UNITS
 78 = WITH-ALLEY HOMES (APX. 55' x 125') (37.8%)
 97 = NO-ALLEY HOMES (APX. 65' x 125') (48.3%)
 26 = TOWNHOMES (13.9%)

3.51 = HOME UNITS PER ACRE (201/57.3)

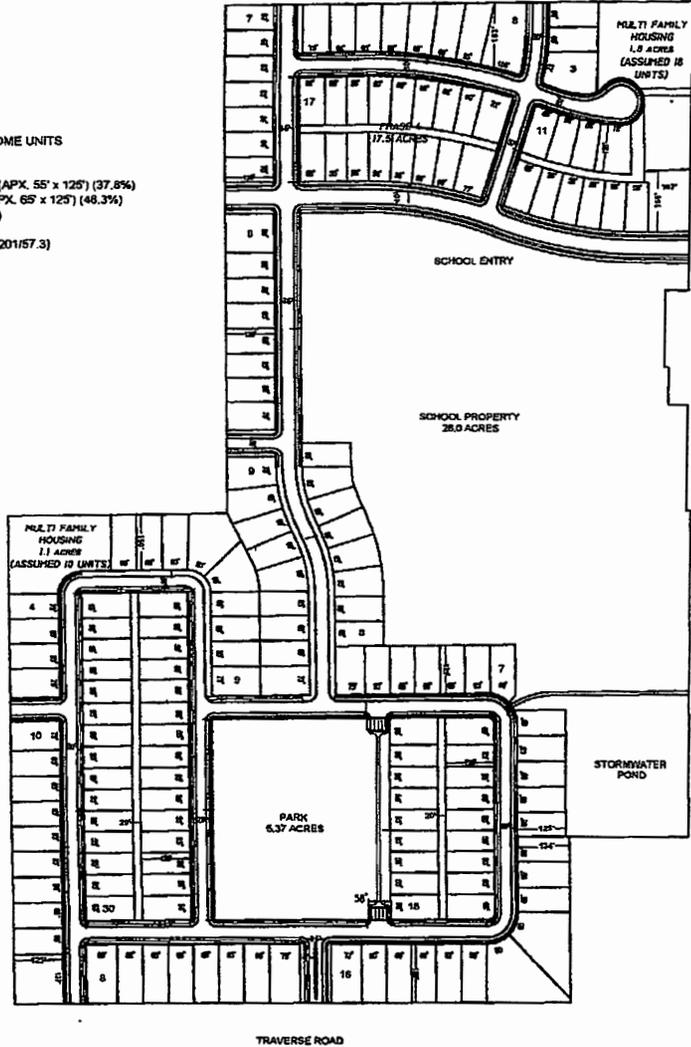
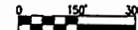


Exhibit #1
Draft
Sketch

N



Scale:

SANITARY SEWERS (RED)
 STORM SEWERS (DOTTED)
 WATER SERVICE (BLUE)

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PROPOSED MULTI FAMILY HOUSING

ISG Architectural
Engineering
Environmental
Planning

+S GROUP

THIS DOCUMENT IS THE PROPERTY OF ISG GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

SAINT PETER SCHOOL PROPERTY

SAINT PETER MINNESOTA

NO.	DATE	REVISION OR ACTION	DESCRIPTION

PROJECT NO.	
FILE NAME	
DRAWN BY	
DESIGNED BY	
REVIEWED BY	
DATE PLOT	
CLIENT PROJECT NO.	

CONCEPT 19 A

9411

EXHIBIT 2

(Top 3 Inches reserved for recording data)

CONTRACT FOR DEED

by Business Entity

DATE: _____

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by **Saint Peter Independent School District 508, a school district under the laws of the State of Minnesota ("Seller")**, and **City of Saint Peter, a Minnesota Municipal Corporation ("Purchaser")**.

(Check box if joint tenancy.)

Seller and Purchaser agree to the following terms:

1. **Property Description.** Seller hereby sells and Purchaser hereby buys real property in Nicollet County, Minnesota, described as follows:

Legal to govern – See attached Exhibit 1,

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. **Title.** Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
 - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
 - (c) Utility and drainage easements which do not interfere with present improvements;
 - (d) Applicable laws, ordinances, and regulations;
 - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
 - (f) The following liens or encumbrances: NONE

3. **Delivery of Deed and Evidence of Title.** Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a **Warranty Deeds**, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances: NONE
 - (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. **Purchase Price.** Purchaser shall pay to Seller at its offices, in the City of Saint Peter, Minnesota the sum of **Four Hundred Fifty Thousand and no/100ths Dollars (\$450,000.00)**, as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

\$225,000.00 upon the execution of this document, the receipt of which is hereby acknowledged:

\$225,000.00 payable, without interest, One Thousand Five Hundred and no 100ths Dollars (\$1,500.00) upon the sale of each platted lot within the subdivision to be developed by the Purchaser and the entire proceeds of each Outlot, less all legal fees and closing costs, sold by the Purchaser within the subdivision to be developed by the Purchaser. Upon the sale of each lot or outlot, to a third party, the Seller shall execute and deliver, at no cost to the Seller, a Warranty Deed transferring title to said lot or outlot in furtherance of this Contract for Deed. If not paid sooner, this Contract for Deed shall be due and payable in full on November 1, 2035.

5. **Prepayment.** Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. **Real Estate Taxes and Assessments.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows: **Seller shall pay all real estate taxes due and payable in 2015.**

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults there

under and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. **Defaults and Remedies.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. **Binding Effect.** The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. **Headings.** Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. **Additional Terms:** Check here if an addendum to this Contract containing additional terms and conditions is attached hereto.

Dated: _____, 2015

CITY OF SAINT PETER

By _____
Timothy Strand, Mayor

By _____
Todd Prafke, City Administrator

Dated: _____, 2015

SAINT PETER INDEPENDENT SCHOOL DISTRICT 508

By _____
_____, Chairperson

By _____
_____, Clerk

State of Minnesota, County of Nicollet

This instrument was acknowledged before me on _____, by _____ as Chairperson and by _____ as Clerk of Saint Peter Independent School District 508.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

State of Minnesota, County of Nicollet

This instrument was acknowledged before me on _____, by _____ as Mayor and by Todd Prafke as City Administrator of City of Saint Peter.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

James W. Brandt
Brandt Law Office, P. A.
219 W. Nassau, P.O. Box 57
Saint Peter, MN 56082

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
City of Saint Peter
City Administrator's Office
227 South Front Street
Saint Peter, MN 56082

City-civ\research\school\housing\contract for deed

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION APPROVING PURCHASE OF LAND TO BE USED FOR RESIDENTIAL
HOUSING DEVELOPMENT FROM SCHOOL DISTRICT #508**

WHEREAS, the 2014 Housing Study continues to indicate a need for expanded residential housing in the Saint Peter community; and

WHEREAS, the Council has previously developed housing subdivisions using the Building Better Neighborhood design standards, and

WHEREAS, School District #508 has an approximately 84 acre parcel of land available for purchase that would be suitable for development of a new subdivision; and

WHEREAS, staff has negotiated with the School District #508 on a suitable purchase price for the property; and

WHEREAS, the Council has previously discussed the purchase negotiations in closed session; and

WHEREAS, the City Council wishes to proceed with purchase of the property from School District #508.

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

1. The City Administrator and City Attorney are directed to provide for execution of a purchase agreement for purchase of 54 acres of property from School District #508 for the purchase price of \$450,000. The legal description of the property to be purchased is as follows:

A. Loomis tracts:

All that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota, lying East of the following described line:

Commencing at the Northwest Corner of Section 17; thence North 89 degrees 30 minutes 18 seconds East (bearings based on Nicollet County Coordinates System, NAD83 1996 adjustment) on the North line of said Northwest Quarter of the Northwest Quarter, a distance of 802.28 feet to the point of beginning of the line to be described; thence south 00 degrees 16 minutes 36 seconds West, a distance of 1317.66 feet to the South line of said Northwest Quarter of the Northwest Quarter and there terminating. Contains 15.94 acres of land;

and

The West 27.88 acres of the Southeast Quarter of the Southwest Quarter of Section 8, Township 110 North, Range 26 West, Nicollet County, Minnesota;

and

The West 27.88 acres of the Northeast Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota.

- B. Pell tracts together with a yet to be determined portion of the so-called Pell tracts described as follows:

All that part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 110 North, Range 26 West, Nicollet County, Minnesota lying west of NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof, and lying east of the West 27.88 acres of said Southeast Quarter of the Southwest Quarter of Section 8. (Consisting of 7.83 acres per Survey.)

All that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota lying west of NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof, and lying east of the West 27.88 acres of said Northeast Quarter of the Northwest Quarter of Section 17, and north of a the following parcel of land recorded as Document No. 265663, Nicollet County records, described as follows: All that part of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section 17, Township 110 North, Range 26 West, described as: Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 17; thence North 89 degrees 54 minutes 53 seconds West (assumed bearing) on the south line said Northeast Quarter of the Northwest Quarter a distance of 166.25 feet to the point of beginning; thence continuing North 89 degrees 54 minutes 53 seconds West on said South line, 231.00 feet to the West line of a parcel described as "Division B" and recorded in Book F of Deeds on pages 422 to 426; thence North 00 degrees 10 minutes 58 seconds East on said line 473.04 feet; thence South 89 degrees 54 minutes 32 seconds East, 231.00 feet; thence South 00 degrees 10 minutes 58 seconds West, 473.02 feet to the point of beginning. Said parcel contains 2.51 acres of land and being subject to and together with any and all easements of record. (Consisting of 5.39 acres per Survey.)

Located at the Northwest corner of the intersection of Nicollet County Road 51 and Nicollet Avenue, (aka County Road 20) in St. Peter, Nicollet County, Minnesota.

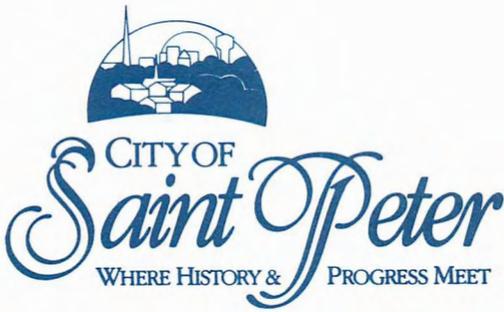
2. Funding for the purchase shall be \$225,000 from the Nicolet Meadows Tax Increment Financing District and the amount of \$225,000 from sale of the lots.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 2nd day of November, 2015.

Charles Zieman
Mayor pro tem

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 10/30/15

FROM: Pete Moulton
Public Works Director

RE: Traverse Road Sanitary Sewer and Watermain Extension Bid Award

ACTION/RECOMMENDATION

Award the bid for the 2015 Traverse Road Sanitary Sewer and Watermain Improvement Project to Chard Tiling and Excavation of Belle Plaine, Minnesota in the amount of \$218,814.05.

BACKGROUND

On October 12, 2015 the City Council authorized Bolton and Menk to prepare plans, specifications and to receive bids for water and sewer to be installed along Traverse Road approximately 1,700 feet west of the intersection at County Road 20. The utilities installed would serve the potential housing subdivision being discussed for the 80 acres north and west of the intersection.

This project includes a 10" watermain which would be installed approximately 8' deep in the east/west ditch, north of Traverse Road. The ductile iron pipe would be of adequate size to serve additional territory west of the proposed development. Also included is a 12" sanitary sewer which would be installed in the east/west ditch south of Traverse Road and would be designed to serve future expansion to the west and would be approximately 20' deep. There were 10 bidders as summarized below:

COMPANY	LOCATION	TOTAL
Chard Tiling & Excavating	Belle Plaine, MN	\$218,814.05
GM Contracting	Lake Crystal, MN	\$230,779.05
Kuechle Underground	Kimball, MN	\$243,251.90
Northdale Construction	Albertville, MN	\$245,913.16
Dirt Merchants	Mankato, MN	\$272,171.00
Northwest Asphalt	Shakopee, MN	\$277,378.30
Ryan Contracting	Elko, MN	\$293,190.00
Minger Construction	Jordan, MN	\$294,322.75
Alcon Construction	Rochester, MN	\$308,750.50
Heselton Construction	Faribault, MN	\$310,155.00

Staff recommends low bidder Chard Tiling and Excavating of Belle Plaine, Minnesota be awarded this bid. Their bid of \$218,814.05 is 11% under the engineer's estimate (\$246,555) for the work.

FISCAL IMPACT:

Funding for this work is available from the reserve funds of the Water and Wastewater funds.

ALTERNATIVES/VARIATIONS:

Do not act: No further action will be taken without additional Council direction. However, should the Council choose to not move forward with the project, action should be taken to formally reject all bids.

Negative Vote: Should the Council not award the bid, action should be taken to formally reject all bids.

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

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

PM/amg



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900

Phone (507) 625-4171 • Fax (507) 625-4177

www.bolton-menk.com

October 21, 2015

Pete Moulton
Director of Public Works
City of Saint Peter
405 W. St. Julien Street
Saint Peter, MN 56082

RE: Traverse Road Sanitary Sewer & Watermain Extension – 2015
City of Saint Peter, MN
BMI Project No. M14.110682

Dear Pete,

Bids were received and opened at City Hall on Wednesday, October 21st at 11:00am for the project referenced above. Ten (10) bids were received and the results of the bids are tabulated below:

Bidder	Bid Amount
Chard Tiling & Excavating, Inc.	\$218,814.05
GM Contracting, Inc.	\$230,779.05
Kuechle Underground, Inc.	\$243,251.90
Northdale Construction Co., Inc.	\$245,913.16
Dirt Merchant, Inc.	\$272,171.00
Northwest Asphalt, Inc.	\$277,378.30
Ryan Contracting Co.	\$293,190.00
Minger Construction Co. Inc.	\$294,322.75
Alcon Construction	\$308,750.50
Heselton Construction, LLC	\$310,155.00
Engineer's Estimate	\$246,550.00

The low bidder for the project is Chard Tiling & Excavating, Inc. from Belle Plaine, Minnesota. The low bid is approximately 11% below the Engineer's Estimate. A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that Chard Tiling & Excavating, Inc. is qualified to perform the work required under this contract. If deemed financially feasible, we hereby recommend that Chard Tiling & Excavating, Inc. be awarded the contract based on the bid contract amount of \$218,814.05.

Sincerely,
BOLTON & MENK, INC.

Jeffrey A. Domras, P.E.
Project Engineer

Enclosure

H:\STPE\M14110682\1_Corres\C_To Others\110682 abstract ltr.docx

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION AWARDING BID FOR 2015 TRAVERSE ROAD SANITARY SEWER AND
WATERMAIN IMPROVEMENT PROJECT**

WHEREAS, the City wishes to provide a reliable source of water and wastewater utilities for all utility customers; and

WHEREAS, the Council authorized Bolton and Menk to prepare plans and specifications and receive bids for a project to provide water and sewer extensions along Traverse Road; and

WHEREAS, the new watermain would run west from County Road 20 approximately 1,700 feet and be installed in the north ditch; and

WHEREAS, the new sanitary sewermain would run west from County Road 20 approximately 1,700 feet and be installed in the south ditch; and

WHEREAS, temporary construction easements are being obtained to provide for the installation of the sanitary sewer; and

WHEREAS, competitive bids were received as follows:

<u>COMPANY</u>	<u>LOCATION</u>	<u>TOTAL</u>
Chard Tiling and Excavating	Belle Plaine, MN	\$218,814.05
GM Contracting	Lake Crystal, MN	\$230,779.05
Kuechle Underground	Kimball, MN	\$243,251.90
Northdale Construction	Albertville, MN	\$245,913.16
Dirt Merchants	Mankato, MN	\$272,171.00
Northwest Asphalt	Shakopee, MN	\$277,378.30
Ryan Contracting	Elko, MN	\$293,190.00
Minger Construction	Jordan, MN	\$294,322.75
ALCON Construction	Rochester, MN	\$308,750.50
Heselton Construction	Faribault, MN	\$310,155.00

WHEREAS, the low bid is under the Engineer's estimate of \$246,550; and

WHEREAS, staff recommends the low bid of \$218,814.05 from Chard Tiling and Excavating be accepted.

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

1. The City Council hereby awards the bid for the 2015 Traverse Road Sanitary Sewer And Watermain Improvement Project to Chard Tiling and Excavating of Belle Plaine, Minnesota in the amount of \$218,814.05.

2. Funding for the project shall be from the Water and Wastewater Fund reserves.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 26th day of October, 2015.

Charles Zieman
Mayor pro tem

ATTEST:

Todd Prafke
City Administrator