

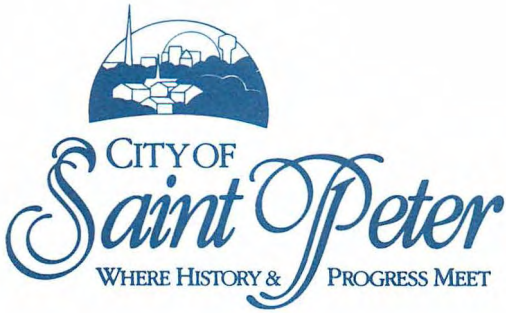
**CITY OF SAINT PETER, MINNESOTA  
AGENDA AND NOTICE OF MEETING**

Regular Workshop Session of Monday, October 15, 2018  
Community Center, St. Peter Room – 5:30 p.m.  
600 South Fifth Street

- I. **CALL TO ORDER**
- II. **DISCUSSION**
  - A. SPC3 Lease Modification
  - B. MRVT Financial Service Contract
  - C. Municipal Fee Schedule Changes
- III. **ADJOURNMENT**

Office of the City Administrator  
Todd Prafke

TP/bal



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 10/09/2018

**FROM:** Sally Vogel  
Director of Finance/Treasurer

**RE:** Saint Peter Community Child Care (SPC3) Lease Modification

### **ACTION/RECOMMENDATION**

None needed. For Council discussion and review only.

### **BACKGROUND**

SPC3 continues to invest/leasehold improvement in the space in the Community Center (over \$89k in 2018). With extra space created by the improvements, enrollment has continued to increase for SPC3 and cash flow has improved. SPC3 is now requesting a lease modification and extension through 2025. Their proposal would include increasing the monthly amount being paid towards the past due balance.

The current lease term ends December 31, 2019 and SPC3 has requested the lease term be extended until December 31, 2025. If approved, the new lease amount for the period of November 1, 2018 – December 31, 2019 will be \$4,173.25 which is a 3% increase.

In addition, the extra payments being paid towards the past due will increase from \$700 to \$1,000 per month.

Future years of the base lease will include an escalation of 3% each year through 2025.

Staff believes this makes sense based on the following rationale:

- The timeline is appropriate and there is no other planned use for the space they now occupy.
- Payment towards the past due amount is documentable and tied to the lease as well as increasing the speed at which that amount will be repaid.
- 3% is a very positive escalator in each year of the term.
- The changes brings each party some additional certainties and sets a threshold for future leases with other tenants.
- They have been good tenants.

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

SV

**SUBLEASE BY AND BETWEEN THE CITY OF SAINT PETER AND ST. PETER  
COMMUNITY CHILDCARE CENTER**

This Sublease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Saint Peter, a Minnesota municipal corporation (**CITY**), and St. Peter Community Childcare Center, a Minnesota non-profit corporation (**TENANT**).

WHEREAS, the **CITY** is the lessee in that certain Lease With Option To Purchase Agreement between the Economic Development Authority of the City of Saint Peter, Minnesota, as Lessor, and the City of Saint Peter, Minnesota, as Lessee, dated the 21st day of March, 2001; and

WHEREAS, the **CITY** has the right to sublease the premises upon the written consent of the Economic Development Authority of the City of Saint Peter, Minnesota, as Lessor;

WHEREAS, the **CITY** has space within the Community Center to lease to various non-profit organizations;

WHEREAS, **TENANT** is engaged in the business of Community Education for all ages and is a Minnesota non-profit corporation;

WHEREAS, **TENANT** wishes to lease space from the **CITY** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements, the parties make the following:

1. Description of Premises.

- A. Rented premises include Rooms #s100, 117, 119, 125 and storage space as designated in the Community Center located at 600 South Fifth Street, Saint Peter, Minnesota.
- B. Common areas include rest rooms, hallways, kitchen facilities and laundry room.
  - i. The **TENANT** must provide kitchen utensils.
- C. **TENANT** shall have the right of ingress and egress through the halls and corridors of the building.
- D. **TENANT** acquires no other right in any other part of the building than the parts herein specified.
- E. **TENANT** shall have the right to use one, 4 hour block of meeting room time each month of the lease. This use must be scheduled through the designated party at the City of Saint Peter.
- F. **TENANT** shall have the right to scheduled use of the gymnasium and Governor's Room at no charge.

2. Restrictions on Use. **TENANT** shall not use or permit the premises, or any part of the premises, to be used for any purposes other than those set forth in this lease. **TENANT** shall neither permit on the premises any act, sale, or storage that may be prohibited under standard

forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that result in:

- A. Waste on the premises;
- B. A public or private nuisance that may disturb the quiet enjoyment of other tenants in the building;
- C. Improper, unlawful or objectionable use, including sale, storage or preparation of food, alcoholic beverages, or materials generating an odor on the premises; or
- D. Noises or vibrations that may disturb other tenants.
- E. Installation of signage within the facility without the express written approval of **CITY**.

**TENANT** shall comply with all governmental regulations and statutes affecting the premises either now or in the future.

3. Responsibility of **CITY**.

- A. General maintenance of the building.
- B. General maintenance of the grounds for all seasons.
- C. General maintenance of rest rooms and hallways.
- D. Provide utility services of heat, electricity, garbage, water and sewer.
- E. Provide general supervision of the building.
- F. Provide locks for building entrance and office entrance, and keys to tenants for the tenant's space.
- G. Provide phone lines to the building.
- H. Provide initial floor covering, wall construction, ceiling and overhead lighting.

4. Responsibility of **TENANT**.

- A. General maintenance of area leased by **TENANT**.
- B. **TENANT** agrees that **CITY** has no liability for property lost, stolen or damaged on the common or leased premises.
- C. General supervision and responsibility for securing the rented space.
- D. General supervision and responsibility for securing the building at all times other than 7:00 a.m. to 11:00 p.m., Monday through Friday -- or other such times as subsequently indicated by **CITY** upon written notice -- unless otherwise arranged with the Building Supervisor.

- E. Phone lines from the point of entry into the building to the leased premises and phone service.

5. Term and Rent.

- A. Term. This lease shall run for a period commencing on November 1, 2018 until December 31, 2024.

B. Rental.

- i. For a period of time from November 1, 2018 to December 31, 2018 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,101.02 plus an additional \$1,000 per month to be attributed to past due lease sums.
- ii. For a period of time from January 1, 2019 to December 31, 2019 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,148.58 plus an additional \$1,000 per month to be attributed to past due lease sums.
- iii. For a period of time from January 1, 2020 to December 31, 2020 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,273.04 plus an additional \$1,000 per month to be attributed to past due lease sums.
- iv. For a period of time from January 1, 2021 to December 31, 2021 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,401.23 plus an additional \$1,000 per month to be attributed to past due lease sums.
- v. For a period of time from January 1, 2022 to December 31, 2022 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,533.27 plus an additional \$1,000 per month to be attributed to past due lease sums.
- vi. For a period of time from January 1, 2023 to December 31, 2023 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,669.27 plus an additional \$1,000 per month to be attributed to past due lease sums.
- vii. For a period of time from January 1, 2024 to December 31, 2024 **TENANT** shall pay a lease payment, in advance, on the first day of each and every month, the sum of \$4,809.35 plus an additional \$1,000 per month to be attributed to past due lease sums.
- viii. At the end of the lease, December 31, 2024 all past due will be paid in full by **TENANT** to the City of Saint Peter.

- C. Payments. Payments shall be made to the **CITY** at 227 South Front Street, Saint Peter, Minnesota.

- D. Late Payments. A payment shall be delinquent if not paid by the 15th day of each month. A late charge of \$5.00 per day thereafter will be added to the

amount due until paid. Failure to declare default on any particular payment that becomes delinquent shall not constitute a waiver of the rights to exercise the same at any subsequent time. If expenses are incurred or suit is commenced on this lease because of delinquent payments, **TENANT** agrees to pay all costs of collection, including reasonable attorney fees.

- E. Reserve. **TENANT** shall keep on account with the **CITY** a reserve in an amount equal to three (3) months rent. The sum of \$6,819.16 which was paid on December 15, 2010 and is the balance as of September 10, 2018, will remain on account with the City. The funds may be drawn upon by the City in the event the least payments are late to pay the lease payment and any late fees. The funds must then be replenished by **TENANT** within forty-five (45) days.

6. Default.

- A. Events of Default. If **TENANT** does not pay the full amount on the date it is due or violates any agreement contained in this lease, **TENANT** will be in default.
- B. Right to Cancel. Upon evidence of default, **CITY** shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of **TENANT** under this lease.
- C. Notice of Default. If **TENANT** is in default, **CITY** may give **TENANT** 30 days' notice of the cancellation and termination.
- D. Remedies on Default. On expiration of the time fixed in the notice and **TENANT's** failure to cure the default within the time allowed in the notice, this lease and the right, title and interest of **TENANT** shall terminate.

**CITY** shall have the right to obtain reimbursement from **TENANT** of all expenses incurred in regaining possession of the premises and the right to recover all additional rental required under the lease term if **CITY** re-enters and re-lets the premises for the benefit of **TENANT**.

On expiration of the time fixed in the notice and **TENANT's** failure to cure the default within the time allowed in the notice, **CITY** may enter immediately and remove the property and personnel of **TENANT**, and store the property in a public warehouse or at a place selected by **CITY**, at the expense of **TENANT**. **CITY** may resort to any legal proceedings to obtain the possession of the premises and disposal of **TENANT's** property.

**CITY** may elect, but shall not be obligated to make any payment required of **TENANT** or comply with any agreement, term or condition required to be performed by **TENANT**, for the purpose of correcting or remedying any such default at the expense of **TENANT**. Any expenditure for the correction by **CITY** shall not be deemed to waive or release **TENANT's** default or **CITY's** right to take any action as may be otherwise permissible hereunder in the case of any default.

7. Modifications. There shall be no modifications or materials affixed to the interior or exterior walls, doors, windows, floors or other inner structure of the leased premises without the express written approval of the **CITY**. **TENANT** is required to secure any building permits required by law. Should the **CITY** and **TENANT** be unable to agree on the exact execution of modifications, the lease may be cancelled by either party upon written notice prior to December 15, 2024 with no financial penalty.

8. Damage. If the premises or any portion of the building or any equipment contained therein during the term of this lease shall be damaged by the act, default or negligence of **TENANT**, or of **TENANT**'s agents, employees, patrons, guests or any person admitted to the premises by **TENANT**, **TENANT** will pay to the **CITY** upon demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

**TENANT** hereby assumes full responsibility for the character, acts, and conduct of all person admitted to the premises or any portion of said building by the consent of Saint Peter Community Child Care or by or with the consent of any person acting for or on behalf of **TENANT**.

9. Insurance. It shall be the responsibility of **TENANT** to assure that its leased premises and personal property are covered by hazard and public liability insurance policies. The public liability insurance policy shall provide coverage at least in the amount of the **CITY**'s maximum liability limits as set by statute. **TENANT** shall at the request of the **CITY** provide proof of insurance coverage required by this section.

10. Indemnification. **TENANT** covenants and agrees to save **CITY** harmless and to indemnify **CITY** against any claims or liabilities for compensation which may arise or accrue by reason of the use of **TENANT**, **TENANT**'s agents, employees, patrons, guests or any person admitted to the premises by **TENANT**.

11. Casualty. In case said building or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this lease by **CITY** impossible, the **CITY** may terminate the lease, and **TENANT** shall pay rent for said premises only up to the time of such termination, at the rate set in this lease. **CITY** waives any claims or damages or compensation from **TENANT** should this lease be so terminated.

**TENANT** may, with approval of **CITY**, lease equipment, as set forth on Exhibit A attached, in the premises, but **TENANT** assumes full responsibility in the event of a casualty and in accordance with the above.

12. Option to Renew. **TENANT** shall have the option to renew this lease before **CITY** offers the premises to any other party. Written notice of intention to renew must be furnished to the **CITY** 120 days prior to the expiration of the lease or any renewal hereunder. The terms of the lease shall be subject to renegotiation at the time of any renewal with the proposed rental price furnished to **TENANT** 90 days prior to the expiration of the lease.

13. Mail Distribution. All tenant mail shall be distributed from the central mail facility. Each tenant will be assigned a Post Office Box. No tenant mail will be delivered directly to the tenant's leased space. There shall be a nominal Post Office box key rental fee.

14. Election Regulation Compliance. **TENANT** shall be required to comply with all State election regulations including removal of any and all campaign materials from the leased property and/or parking lot when the building is being used as a polling place and/or as directed by City officials.

15. Termination Prior To End Of Lease Term. In the event the **TENANT** completes or reasonably anticipates completion of construction of its own building or consolidation of operations to one location, then **TENANT** may terminate this lease without penalty by giving **CITY** one hundred and twenty (120) days written notice.



**TENANT** understands that this lease is subject to the terms of that certain Lease by and between the Saint Peter Economic Development Authority, a body politic, and the City of Saint Peter, as Lessee, dated March 21, 2001. **TENANT** understands and agrees that this sub-lease may be terminated pursuant to the terms of said Lease Agreement.

16. Waivers. The failure of the **CITY** to insist on a strict performance of any of the terms and conditions of this Lease shall not be deemed a waiver of any subsequent breach or default of any terms or conditions of this Lease.

17. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested to the parties as follows:

**CITY OF SAINT PETER**  
Attn: City Administrator  
227 South Front Street  
Saint Peter, Minnesota 56082

**ST. PETER COMMUNITY CHILD CARE**  
600 South Fifth Street, Suite 125  
Saint Peter, MN 56082

18. Surrender of Possession. **TENANT** shall, on the last day of the term or renewal, or on earlier termination or forfeiture of the lease, peaceably and quietly surrender and deliver the lease premises to the **CITY** free of any encumbrance placed on it by **TENANT**, except movable trade fixtures, all in good condition and repair. In the event **TENANT** does not remove its personal property at the termination or default of the Lease, the **CITY** may elect to consider the property abandoned and the property of the **CITY** without any further payment or offset.

19. Assignment. This Lease may not be assigned by either party without the written consent of the other party. The written consent shall not be unreasonably withheld.

20. Total Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument executed by all parties. This Lease and terms and conditions of the Lease apply to and are binding on the legal representatives, successors and assigns of both parties.

21. APPLICABLE LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.**

22. TIME OF THE ESSENCE. **TIME IS OF THE ESSENCE AND ALL TERMS OF THIS LICENSE**

23. Further Assurances. Each of the parties agree to execute all documents and instruments and to take or to cause to be taken all action which are necessary or appropriate to comply with the terms of this Agreement.

24. Amendments, Supplements, etc.. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by the parties to be necessary, desirable, or expedient to further the purpose of this Agreement or to clarify the intention of the parties.

25. Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.



26. Severability. Any term or provision of this Agreement that is invalid or unenforceable will not be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable but remaining rights of the party benefiting from the provision or any other provisions of this Agreement.

27. Execution of Counter-Parts. This Agreement may be executed by one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

28. No Reliance. CITY and TENANT represent to one another that each has read this Agreement and has obtained such advice from counsel as deemed appropriate under the circumstances. Except as clearly indicated, CITY and TENANT have not relieve any promises or representations of the other.

29. Interpretation. This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any party because that party or its legal representatives drafted the provision.

30. Titles and Headings. Titles and headings to sections are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

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

**CITY OF SAINT PETER**

By: \_\_\_\_\_  
Charles Ziemann  
Mayor

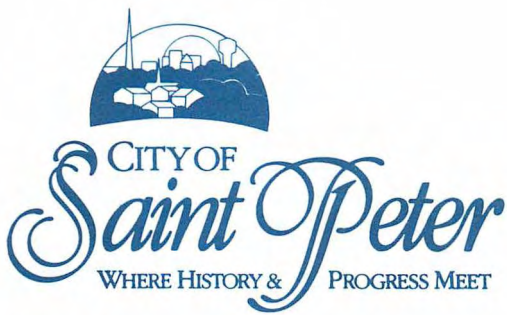
By: \_\_\_\_\_  
Todd Prafke  
City Administrator

STATE OF MINNESOTA)  
  ) SS  
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Charles Ziemann and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

\_\_\_\_\_  
Notary Public





## Memorandum

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

**DATE:** 10/11/18

**FROM:** Todd Prafke  
City Administrator

**RE:** Minnesota River Valley Transit Financial Services Agreement

### **ACTION/RECOMMENDATION**

None needed. For Council review and discussion only.

### **BACKGROUND**

In 2016, Minnesota River Valley Transit entered into an agreement with the cities of Saint Peter and Le Sueur for services related to human resources (Saint Peter) and financial management (Le Sueur).

As the joint provision of services between the two cities has evolved, it has become apparent that it would be easier and more efficient if Saint Peter took over the financial management services duties in place of Le Sueur. The Minnesota River Valley Transit Board is expected to consider this change at their November meeting and make recommendation to the City of Saint Peter to enter into the attached agreement. This agreement is substantially similar to the document used to contract with Le Sueur for these services.

The scope of the work includes processing of accounts payable and receivable, with about 30 to 40 transactions per month, and reporting funding to MRVT management and Board.

Le Sueur City Administrator Kruggel has reviewed the document and understands that terminating the current agreement with Le Sueur will be in a shorter time frame than provided. This change has been in the planning stage since last February.

The process for this change is an action for the MRVT Board to recommend termination with Le Sueur and entering the agreement with Saint Peter.

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

TP/bal

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

This agreement for the provision of Financial Management services is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between the Minnesota River Valley Transit Authority (MRVT) and City of Saint Peter (CITY) (collectively, the "Parties"),

WITNESSETH:

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

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

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

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

NOW THEREFORE:

1. CITY shall provide all financial management needed for the operations and management of a public transit system within the service area established by the MRVT. In providing for financial management the CITY shall provide accounting, accounts receivable, accounts payable, investing, invoicing of services, appropriate financial controls, and auditing all account related to MRVT accounts in accordance with GASB standards, budgeting support and budget, rate analysis and conformance and compliance with grant requirements. For which, the CITY will bill MRVT \$500.00 monthly payable on the first day business day of each month.
2. MRVT shall provide payment to the CITY the sum of \$500 monthly for services associated with the service provided as set forth in this agreement. In the event of termination of the agreement MRVT shall be responsible for all employee related cost of the termination including but not limited to unemployment claims and accrued employee benefits.
3. Records and Reporting. The City shall provide regular reports to the MRVT on accounts payable, accounts receivable, budget and budget projections, fares and advertising sales, use of grant funds, other matters which affect the interests of the Board.

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

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

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

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

5. Effective date; termination. This agreement shall become effective on January 1, 2019 by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 180 calendar days written notice of its termination, delivered to the City Administrator(s) of SAINT PETER. The termination will be effective on the 181<sup>st</sup> calendar day after notice or by an alternative date as agreed to by the parties.

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

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

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

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

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

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

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

10. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.
11. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to financial practices and procedures related to this Agreement.
12. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *etseq.*
13. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
14. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
15. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.
16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by authorized representatives of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

**CITY OF SAINT PETER**

**MINNESOTA RIVER VALLEY TRANSIT  
AUTHORITY**

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

\_\_\_\_\_  
Susan Carlin  
MRVT Chairperson

ATTEST:

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

\_\_\_\_\_  
Todd Prafke  
Saint Peter City Administrator

**STATE OF MINNESOTA)**  
**) SS**  
**COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Charles Ziemann and Todd Prafke the Mayor and City Administrator of the City of Saint Peter, Minnesota.

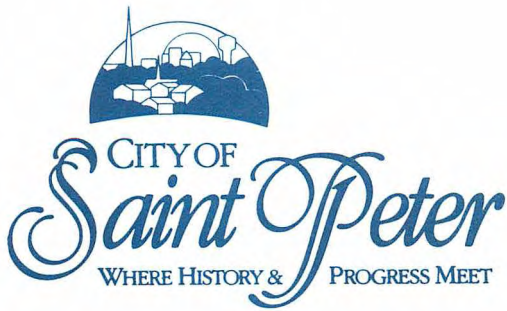
\_\_\_\_\_  
Notary Public

**STATE OF MINNESOTA)**  
**) SS**  
**COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Susan Carlin and Todd Prafke the Chairperson and duly authorized Board member of the Minnesota River Valley Transit Authority

\_\_\_\_\_  
Notary Public





## Memorandum

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

**DATE:** 8/24/2018

**FROM:** Todd Prafke  
City Administrator

Pete Moulton  
Director of Public Works

**RE:** 2019 Fee Schedule Updates and Additions

### **ACTION/RECOMMENDATION**

None needed. For Council review and discussion only.

### **BACKGROUND**

The City Council considers suggested modifications to the municipal fee schedule each fall. This year, only a few Public Works fees are recommended for modification as follows:

#### Utilities

- Delete #117 Permit Extension Fee
- Solar Inter-Connection Fee: \$100, plus engineering review cost

#### Public Works

- Add #141 – Compost Black Dirt \$20/ sq. yd.

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

TP/PM/