

July 25, 2016

VIA ELECTRONIC FILING

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101

Re: In the Matter of the Joint Request of Saint Peter Municipal Utilities and
BENCO Electric Cooperative to Update Electric Service Territory Records

Dear Mr. Wolf:

I represent Saint Peter Municipal Utilities (the "Municipal"), which is authorized, on behalf of the Municipal and BENCO Electric Cooperative (the "Cooperative") (collectively, the "Parties") to make this filing.

Summary of Joint Request

This filing constitutes the Parties' joint request under Minn. Stat. § 216B.39, subd. 3, that the MPUC modify the Parties' service territory boundaries. This joint request concerns the transfer of three areas located within the electric service territory assigned to the Cooperative (the "Affected Areas"), as further described below.

Legal Authorities

By statute, "the commission may on its own or at the request of an electric utility make changes in the boundaries of the assigned service areas, but only after notice and hearing . . ." Minn. Stat. § 216B.39, subd. 3. In addition, "no electric utility shall render or extend electric service at retail within the assigned service area of another electric utility unless the electric utility consents thereto in writing . . ." Minn. Stat. § 216B.40 (2014). In the present case, the Parties seek to permanently transfer the Affected Areas to the Municipal's assigned service territory. The Parties have agreed upon

appropriate compensation, after arms-length negotiations. The Parties request that the Commission update its official records as to all three areas.

Underlying Documents

The Affected Areas include three areas currently within the Cooperative's assigned service territory: (1) St. Peter High School Area, (2) the Traverse Green Area, and (3) the City Park Area, and related street lighting. Attached on the last page of the agreement is a summary map of the Affected Areas.

1. High School Area and City Park Area. The first and second areas are combined with construction of a new high school, with significant involvement by the City, School District, and the County. This area involves approximately 85.06 acres. The City annexed this area on June 22, 2015. Attached is a copy of the annexation documents, a map, and a legal description of the area. With the Cooperative's written consent, the Municipal has been providing interim service during the construction stages of the new high school project.

2. Traverse Green Area. The third area involves approximately 17.10 acres. The City annexed this area on February 22, 2016. Attached is a copy of the annexation documents, a map, and a legal description of the area.

Contact Information

If there are any questions concerning this filing, you may contact the following representatives:

St. Peter Municipal Utilities:

Pete Moulton
Director of Public Works
City of Saint Peter
Public Works Department
405 W. Saint Julien Street
Saint Peter, MN 56082
(507) 934-0670
petem@saintpetermn.gov

BENCO Electric Cooperative:

Wade Hensel
General Manager
BENCO Electric Cooperative
20946 549th Avenue
Mankato, MN 56001
(507) 387-7963
wadeh@benco.org

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Page 3

Request

The Parties therefore petition the Commission to accept and file these documents and provide due acknowledgment thereof. The Parties further request that the Commission provide evidence of its acknowledgment of these changes of service territory boundaries, and the updating of the official service territory records.

Proposed Service List

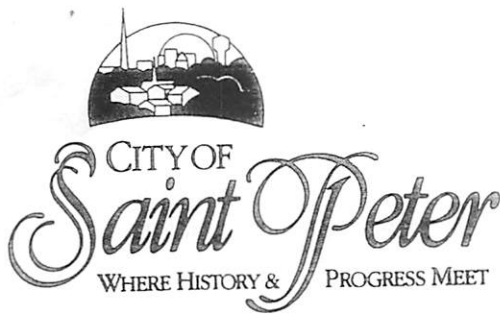
A copy of this letter and the accompanying documents has been mailed or emailed to the persons on the enclosed proposed service list.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Pete Moulton". The signature is written in a cursive style with a long, sweeping tail on the letter "n".

Pete Moulton
Director of Public Works



Memorandum

TO: Todd Prafke
City Administrator

DATE: 06/19/15

FROM: Russ Wille
Community Development Director

RE: Annexation by Ordinance (ISD #508/City of Saint Peter)

ACTION/RECOMMENDATION

Adopt the attached ordinances providing for the annexation of land owned by Independent School District #508 and a second parcel owned by the City of Saint Peter.

BACKGROUND

Independent School District #508 (ISD #508) and the City of Saint Peter own adjoining parcels of land immediately adjacent to the existing corporate limits of Saint Peter. The parcels were purchased with the intent of providing a site for the construction of a new, voter approved, Saint Peter High School and associated recreational facilities (City park).

To begin the development process, it is necessary and appropriate to annex the properties into the City of Saint Peter. To that end, the ISD #508 School Board has petitioned the City Council to approve the annexation of their parcel. A copy of the petition resolution is included in the agenda packet for your review.

Minnesota Statutes §414.033 provides the process upon which a property can be annexed into the City limits by ordinance. Given that the School property abuts the existing City limits, and contains less than 120 acres, and is not currently served by a public wastewater facility; Subd. 3 of the Statute allows the land to be annexed by ordinance upon receipt of a petition from 100% of the property owners.

Subd. 1 of Chapter 414.033 allows municipally owned land to be annexed by the City Council by passage of an ordinance. No public hearing or notice is necessary for the City to annex property it owns.

The applicable Statute would require that the City Council conduct a public hearing regarding annexation of the ISD #508 land by ordinance. As such, notice of the hearing was provided to Oshawa Township and the owners of adjoining land by certified mail. Notice was also published in the Saint Peter Herald and posted at City Hall.

Upon annexation, the prepared ordinances provide for an (R-3) Multi-family Residential designation upon both the ISD #508 and City owned property.

Once the land is annexed, ISD #508 and the City of Saint Peter are expected to jointly file a Preliminary and Final Plat of the two properties. The Planning Commission and City Council are expected to consider the plats in the following month.

Once the land is appropriately platted, ISD #508 and the City of Saint Peter are expected to jointly submit the necessary forms, documents and drawings for consideration of a Conditional Use Permit. Both Secondary Educational Facilities and Park and Recreation Facilities are listed as conditional uses within the (R-3) Multi-family Residential zoning district.

Once the final site design is approved, ISD #508 and the City are expected to subdivide the plat into two separate parcels of land. The School would own the parcel to be used for the High School and School athletic facilities while the City will own the parcel that will be used for a City park with recreational facilities.

The Planning and Zoning Commission has considered the petitioned annexation of the ISD #508 property and has recommended that the City Council annex this parcel by ordinance. Likewise, the Commission has recommended that the City Council provide for the annexation of the City owned land by ordinance.

Each ordinance must be considered as a separate Council action.

FISCAL IMPACT:

ISD #508 would pay the established fee of \$530 for annexation of land. The fee would reimburse the City's costs for mailing, publication and staff time necessary to administer the annexation. The City of Saint Peter would be charged a fee of \$600 by Minnesota Planning for their administration and final approval of the annexation.

ALTERNATIVES/VARIATIONS:

Do not act: A delay in any portion of the development process would jeopardize the established project timeline and delay the start of construction.

Negative Votes: ISD #508 will be notified of the City Council's denial.

Modification of the Ordinance: While the Council may modify either ordinance, it must take some action related to the petition submitted by the School District. The Council could withdraw its' own petition or modify the City annexation ordinance as it wishes. Staff suggests that if a modification is sought, that members give Staff ample time to review and compare against requirements in State Statutes and those adopted by the Minnesota Department of Administration board that oversees annexations.

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

RJW

APPLICATION FORM
CITY OF SAINT PETER, MINNESOTA

Street Location of Property (address) The NW 1/4 of the SW 1/4 and the
W 1/2 of the NE 1/4 of the SW 1/4 of Section 17, T110 N, R26 W,
Nicollet County.

Owner:
Name Independent School District #508

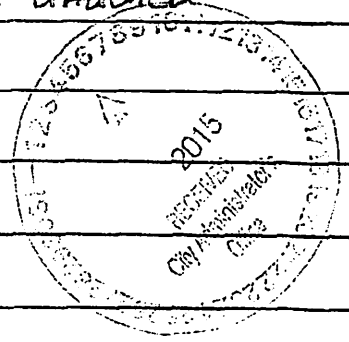
Address 100 Lincoln Drive, Saint Peter, MN 56082.

Applicant: (If different from owner)
Name _____

Address _____

Type of Request:
(Please check one) Rezoning Annexation Variance
 Conditional Use Vacate Public Ways
 Application for Subdivision _____ Number of Lots
 Other

Description of Request: Annexation of land as per the attached
petition.



[Signature]
Applicant Signature
6-4-15
Date

(To be filled in by City Officials)
Petition received with fee \$ 530⁰⁰ on _____ by _____
Action of Variance Board (if request is for Variance) N/A Date _____
Action of Planning Commission _____ Date _____
Action of City Council _____ Date _____
Fee \$ _____ Receipt Number _____ Date _____

RESOLUTION

RESOLUTION PETITIONING THE CITY OF SAINT PETER FOR THE ANNEXATION AND ZONING DESIGNATION OF A TRACT OF LAND OWNED BY INDEPENDENT SCHOOL DISTRICT #508

WHEREAS, Independent School District #508 owns 100% of the property subject to the petitioned annexation; and

WHEREAS, the subject property is legally described as: The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the West One-Half of the Northeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Seventeen (17), Township One Hundred Ten (110) North, Range Twenty-Six (26) West, Nicollet County, Minnesota.

WHEREAS, the land has not been platted and contains fewer than 120 acres; and

WHEREAS, the subject land is immediately adjacent to, and abuts the existing municipal corporate limits; and

WHEREAS, the subject property is not currently served by a public water or wastewater facilities or services; and

WHEREAS, upon annexation the petitioner would seek to have the subject property zoned as (R-3) Multi-family Residential uses as per the regulations of the Zoning Code of the City of Saint Peter; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF INDEPENDENT SCHOOL DISTRICT #508 THAT:

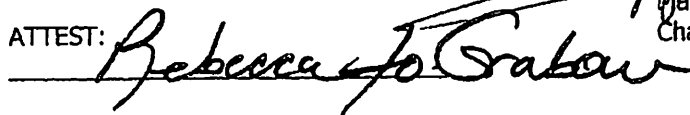
1. The Board petitions the City Council for the annexation by ordinance of land legally described property:

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and the West One-Half of the Northeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Seventeen (17), Township One Hundred Ten (110) North, Range Twenty-Six (26) West, Nicollet County, Minnesota.

2. Upon annexation, the Board requests that the property be zoned (R-3) Multi-family Residential as per the regulations of the Zoning Code of the City of Saint Peter.

Adopted by the Board of Independent School District #508 this the 15th day of June, 2015.

ATTEST:




Mark Karlsrud
Chair

ORDINANCE NO. 25, THIRD SERIES

AN ORDINANCE OF THE CITY OF SAINT PETER, MINNESOTA ANNEXING LAND OWNED BY THE CITY OF SAINT PETER, MINNESOTA LOCATED WITHIN THE TOWN OF TRAVERSE TOWNSHIP, NICOLLET COUNTY, MINNESOTA PURSUANT TO MINN. STAT. 414.033, SUBD. 1, PERMITTING ANNEXATION BY ORDINANCE

WHEREAS, the territory described below is not presently within the corporate limits of any incorporated city and abuts the corporate limits of the City of Saint Peter, Minnesota; and

WHEREAS, this territory is deemed to be urban or suburban in character; and

WHEREAS, this territory is wholly owned by the City of Saint Peter, Minnesota which has petitioned annexation of the territory; and

WHEREAS, the territory to be annexed is not currently served by municipal water or sanitary sewer services; and

WHEREAS, the territory to be annexed contains 62.72 acres of land; and

WHEREAS, there are no human inhabitants residing within the land subject to annexation; and

WHEREAS, given that the property had been owned by Independent School District #508 prior to purchase by the City of Saint Peter, the property has been, and will remain, exempt from real estate taxation; and

WHEREAS, the City Council finds that the annexation of the subject territory is in conformance with the Comprehensive Plan of the City of Saint Peter.

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

Section 1. Territory Annexed: Pursuant to Minnesota Statute 414.033, Subd. 1 the corporate limits of the City of Saint Peter are hereby extended by annexation of the property described as follows:

Parcel 1 - 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.

Parcel 2 - 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, excepting therefrom the following described parcel:

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; 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.

Parcel 3 - 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.

Parcel 4 - 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.

EXCEPTING from the above described four Parcels, the following described Tract:

All that part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 110 North, Range 26 West and all that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West, Nicollet County, Minnesota, described as: Beginning at the Northeast corner of Parcel 2N3, NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, according to the recorded plat thereof; thence North 00 degrees 04 minutes 18 seconds West (bearings based on Nicollet County Coordinates System, NAD83 2011 adjustment) on the west line of Parcel 2N1 of said NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18, a distance of 86.41 feet; thence North 89 degrees 55 minutes 42 seconds West, a distance of 859.26 feet; thence South 00 degrees 04 minutes 18 seconds West, a distance of 302.59 feet; thence southerly a distance of 300.58 feet along a tangential curve to the left having a radius of 947.15 feet and a central angle of 18 degrees 10 minutes 58 seconds to a point of reverse curvature; thence continuing southerly a distance of 163.46 feet along said reverse curve to the right having a radius of 1304.01 feet and a central angle of 7 degrees 10 minutes 56 seconds; thence South 80 degrees 49 minutes 44 seconds West, not tangent to said curve, a distance of 120.06 feet; thence southerly a distance of 60.01 feet along non-tangential curve to the left having a radius of 1184.01 feet, a central angle of 2 degrees 54 minutes 14 seconds and a 60.00 foot chord which bears South 09 degrees 39 minutes 19 seconds East; thence North 80 degrees 49 minutes 44 seconds East, not tangent to said curve, a distance of 120.02 feet; thence South 31 degrees 47 minutes 21 seconds East, a distance of 545.80 feet; thence North 89 degrees 29 minutes 43 seconds East, a distance of 490.04 feet to the west line of said NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18; thence northerly along the west lines of Parcel 2N1 and Parcel 2N3 of said NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18 to the point of beginning.

Section 2. Filing: The City Administrator is directed to file certified copies of this ordinance with the Secretary of State, the County Auditor of Nicollet County, the Town Clerk of Traverse Township and Minnesota Planning Boundary Adjustments.

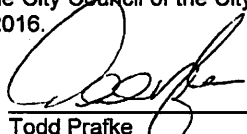
Section 3. Effective Date of Annexation. This ordinance takes effect upon its passage, publication and the filing of certified copies as directed in Section 2, and its approval by the Minnesota Planning Municipal Boundary Adjustments.

Section 4. Official Map. The Community Development Director is directed to change the Official Zoning Map to reflect the new boundary of the City resulting from annexation of the property and to depict its zoning classification as (R-3) Multi-family Residential District.

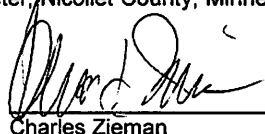
Section 5. Adoption of General Provisions: All the provisions of Chapter 1, of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 22nd day of February, 2016.

ATTEST:



Todd Prafke
City Administrator



Charles Zieman
Mayor

The foregoing Ordinance was adopted by the following votes:
Ayes: Councilmembers Pfeifer, Kvamme, Brand, Parras and Mayor Zieman
Nays: None
Absent: Councilmembers Grams and Carlin
Published in the *Saint Peter Herald* on March 3, 2016.

ISD #508 - Annexation

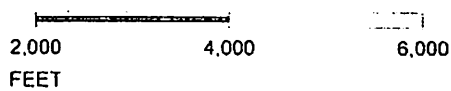
Chapter 4/4

No sewer service?

Public Notice
+ abutting property
owners



SCALE 1 : 23,647



37

AN ORDINANCE ANNEXING LAND LOCATED WITHIN THE TOWN OF OSHAWA TOWNSHIP, NICOLLET COUNTY, MINNESOTA PURSUANT TO MINN. STAT. 414.033, SUBD. 2(3), PERMITTING ANNEXATION BY ORDINANCE

WHEREAS, the territory described below is not presently within the corporate limits of any incorporated city and abuts the corporate limits of the City of Saint Peter, Minnesota; and

WHEREAS, this territory is deemed to be urban or suburban in character; and

WHEREAS, this territory is wholly owned by Wenner-Underwood Farms, Lorene Gardner and Gustavus Adolphus College who have petitioned for the annexation of their property into the City of Saint Peter; and

WHEREAS, the territory to be annexed is not currently served by City owned water or sanitary sewer services; and

WHEREAS, there are no human inhabitants residing within the land subject to the annexation petition; and

WHEREAS, the land subject to the annexation petition contains less than 120 acres of land; and

WHEREAS, upon recommendation of the Saint Peter Planning and Zoning Commission, the City Council has determined that the annexation of the subject territory is in conformance with the Comprehensive Plan of the City of Saint Peter.

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

Section 1. Territory Annexed: Pursuant to Minnesota Statute 414.033, Subd. 2(3) the corporate limits of the City of Saint Peter are hereby extended by annexation of the property described as follows:

The East Half of the Northwest Quarter of Section 20, Township 220 North, Range 26 West, and that part of Jefferson Avenue right of way lying south of an adjoining said East Half of the Northwest Quarter, Nicollet County, Minnesota;

and

The East 50.00 feet of the West Half of the Northwest Quarter of Section 20, Township 110 North, Range 26 West, Nicollet County, Minnesota.

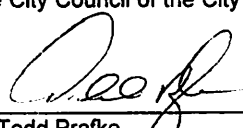
Section 2. Filing: The City Administrator is directed to file certified copies of this ordinance with the Secretary of State, the County Auditor of Nicollet County, the Town Clerk of Oshawa Township and Minnesota Planning Boundary Adjustments.

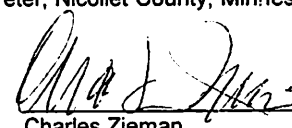
Section 3. Effective Date of Annexation: This ordinance takes effect upon its passage, publication and the filing of certified copies as directed in Section 2, and its approval by the Minnesota Planning Municipal Boundary Adjustments.

Section 4. Official Map: The Community Development Director is directed to change the Official Zoning Map to reflect the new boundary of the City resulting from annexation of the property and to depict its zoning classification as (EID) Educational/Institutional District.

Section 5. Adoption of General Provisions: All the provisions of Chapter 1, of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 9th day of May, 2016.

ATTEST: 
Todd Prafke
City Administrator


Charles Zieman
Mayor

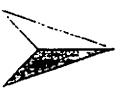
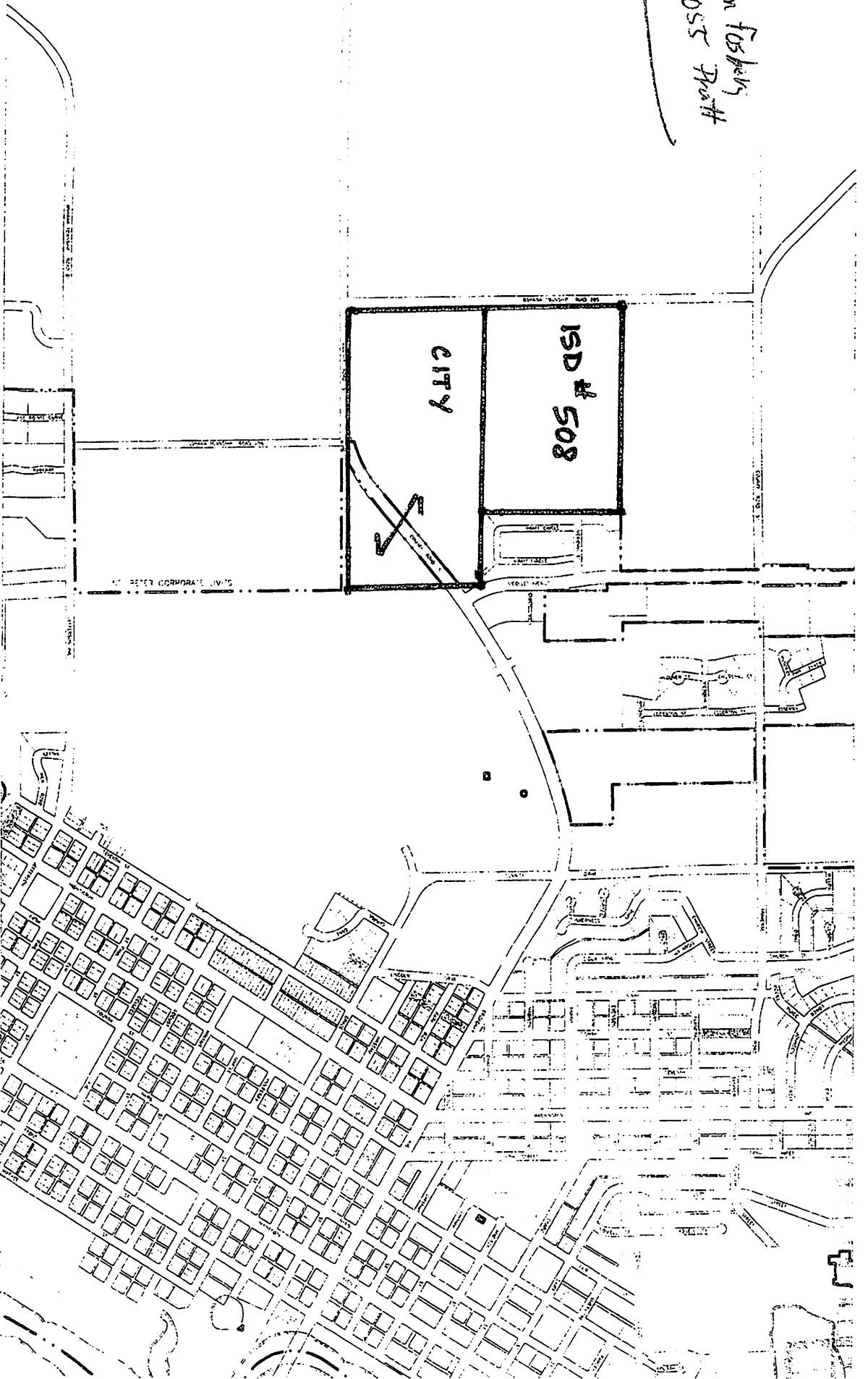
Published in the Saint Peter Herald on May 19, 2016.

The foregoing Ordinance was adopted by the following votes:
Ayes: Councilmembers Grams, Pfeifer, Kvamme, Brand, Parras and Mayor Zieman
Nays: None
Absent: Councilmember Carlin

St. Peter, MN

Don Fisher's
2055 Pratt

047



ORDINANCE NO. 27, THIRD SERIES

**AN ORDINANCE ANNEXING LAND LOCATED WITHIN THE TOWN OF OSHAWA TOWNSHIP,
NICOLLET COUNTY, MINNESOTA PURSUANT TO MINN. STAT. 414.033, SUBD. 2(3), PERMITTING
ANNEXATION BY ORDINANCE**

WHEREAS, the territory described below is not presently within the corporate limits of any incorporated city and abuts the corporate limits of the City of Saint Peter, Minnesota; and

WHEREAS, this territory is deemed to be urban or suburban in character; and

WHEREAS, this territory is wholly owned by Wenner-Underwood Farms which has petitioned for the annexation of their property into the City of Saint Peter; and

WHEREAS, the territory to be annexed is not currently served by City owned water or sanitary sewer services; and

WHEREAS, there are no human inhabitants residing within the land subject to the annexation petition; and

WHEREAS, the property subject to the annexation petition contains less than 120 acres of land; and

WHEREAS, upon recommendation of the Planning and Zoning Commission, the City Council has determined that the annexation of the subject territory is in conformance with the Comprehensive Plan of the City of Saint Peter.

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

Section 1. Territory Annexed: Pursuant to Minnesota Statute 414.033, Subd. 2(3) the corporate limits of the City of Saint Peter is hereby extended by annexation of the property described as follows:

Part of the NW Quarter of the NW Quarter of Section 20, Township 110 North, Range 26 West, Nicollet County, Minnesota described as:

Commencing at the NE corner of said NW Quarter of the NW Quarter of Section 20; thence South 00 degrees 13 minutes 14 seconds East on the east line of said NW Quarter of the NW Quarter, a distance of 15.16 feet to the southerly line of Revised Nicollet County Right of Way Plat No 1 and the point of beginning; thence continuing South 00 degrees 13 minutes 14 seconds East on said east line of the NW Quarter of the NW quarter, a distance of 178.69 feet; thence South 89 degrees 46 minutes 46 seconds West, a distance of 75.53 feet; thence North 00 degrees 13 minutes 14 seconds West, a distance of 39.08 feet; thence North 44 degrees 31 minutes 52 seconds West, a distance of 144.11 feet to said southerly line of Revised Nicollet County Right of Way Plat No. 1; thence easterly along said southerly line to the point of beginning.

Section 2. Filing: The City Administrator is directed to file certified copies of this ordinance with the Secretary of State, the County Auditor of Nicollet County, the Town Clerk of Oshawa Township and Minnesota Planning Boundary Adjustments.

Section 3. Effective Date of Annexation: This ordinance takes effect upon its passage, publication and the filing of certified copies as directed in Section 2, and its approval by the Minnesota Planning Municipal Boundary Adjustments.

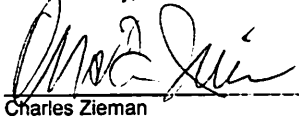
Section 4. Official Map: The Community Development Director is directed to change the Official Zoning Map to reflect the new boundary of the City resulting from annexation of the property and to depict its zoning classification as (EID) Educational/Institutional District.

Section 5. Adoption of General Provisions: All the provisions of Chapter 1, of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 27th day of June, 2016.

ATTEST:

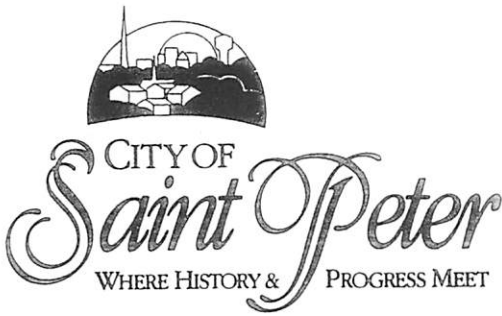

Todd Prafke
City Administrator


Charles Zieman
Mayor

Published in the Saint Peter Herald on July 7, 2016.

The foregoing Ordinance was adopted by the following votes:

Ayes: Councilmembers Grams, Pfeifer, Kvamme, Brand, Carlin, Parras and Mayor Zieman
Nays: None
Abstain: None



Memorandum

TO: Todd Prafke
City Administrator

DATE: 02/19/16

FROM: Russ Wille
Community Development Director

RE: Annexation – Building Better Neighborhoods Site

ACTION/RECOMMENDATION

Adopt the attached ordinance providing for the annexation of 62.72 acres of land wholly owned by the City of Saint Peter and immediately adjoining the City limits.

BACKGROUND

As per the terms of a November 2, 2015 Purchase Agreement, the City has recently purchased a 62.72 acre parcel of land from Independent School District #508. The City would intend to develop the property utilizing the principles of the Building Better Neighborhoods program authored by the Greater Minnesota Housing Fund.

To that end, it would be necessary and appropriate to annex the undeveloped property so that development can be undertaken by the City.

Minnesota Statutes §414.033 provides the process for annexation by ordinance. The Statute allows the City Council to annex the property by ordinance given that the City is the sole owner of the subject property

An annexation ordinance has been prepared for City Council consideration. To move the Building Better Neighborhoods project forward, it would be necessary to undertake the annexation by ordinance.

FISCAL IMPACT:

A nominal fee will be incurred to file the annexation with the appropriate state agency. A fee will also be incurred to provide for publication as may be required.

ALTERNATIVES/VARIATIONS:

Do not act: Staff will wait for additional direction from the Council and the annexation could be considered at a later date.

Negative Votes: This will effectively end the BBN planning process without further direction from the Council.

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

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

RJW

ORDINANCE NO. 29, THIRD SERIES

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

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

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

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

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

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

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

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

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

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

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

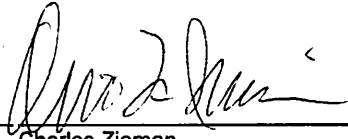
Section 3. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

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

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

ATTEST:


Todd Prafke
City Administrator


Charles Zieman
Mayor

The foregoing Ordinance was adopted by the following votes:

Ayes: Councilmembers Grams, Pfeifer, Kvamme, Carlin, Brand, Parras and Mayor Zieman

Nayes: None

Absent: None

Published in the *Saint Peter Herald* on August 4, 2016.



July 15, 2016

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

RE: Electric Service Territory Exchange – Joint Letter

Dear Sir or Madam:

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

Names of Company Contacts:

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

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

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

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

Sincerely,

Pete Moulton
Director of Public Works
City of Saint Peter

Wade Hensel
General Manager
BENCO Electric

ELECTRIC SERVICE TERRITORY AGREEMENT

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

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

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

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

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

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

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

Article I: Transfer of Electric Service Territory Rights

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

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

Article II: Settlement Payments

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

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

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

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

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

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

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

Article 3: Filings

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

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

Article 4: Representations and Warranties

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

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

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

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

Article 5: Mutual Waiver and Release of Claims

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

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

Article 6: Alternative Dispute Resolution

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

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

Article 7: General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BENCO ELECTRIC COOPERATIVE

By: Wade R Hensel

Wade Hensel

Its: General Manager

SAINT PETER MUNICIPAL UTILITIES – CITY OF SAINT PETER

By: Todd Prafke

Todd Prafke

Its: City Administrator

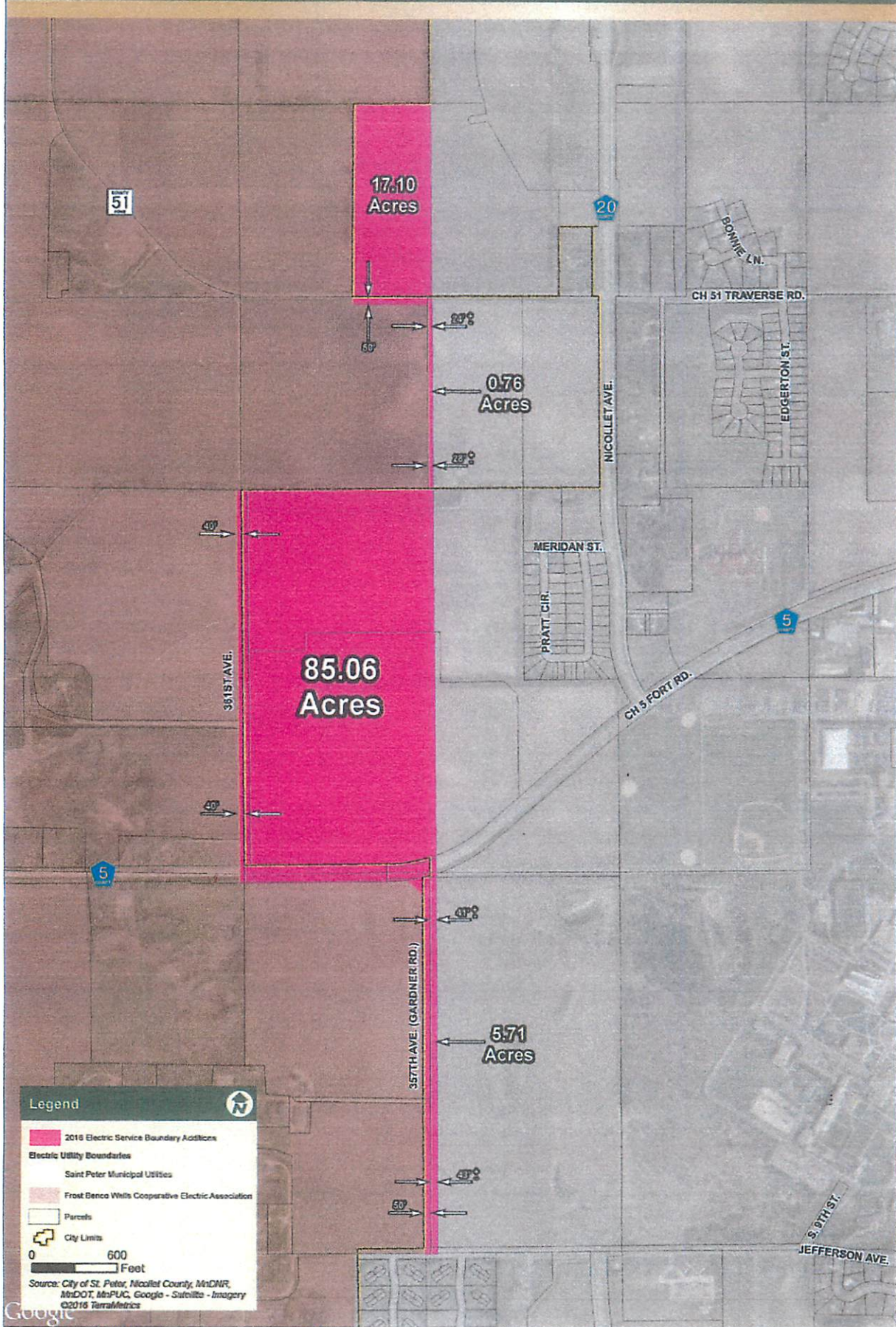
EXHIBIT A: MAPS AND LEGAL DESCRIPTIONS OF AFFECTED AREAS



Electric Service Boundary - 2016 Additions

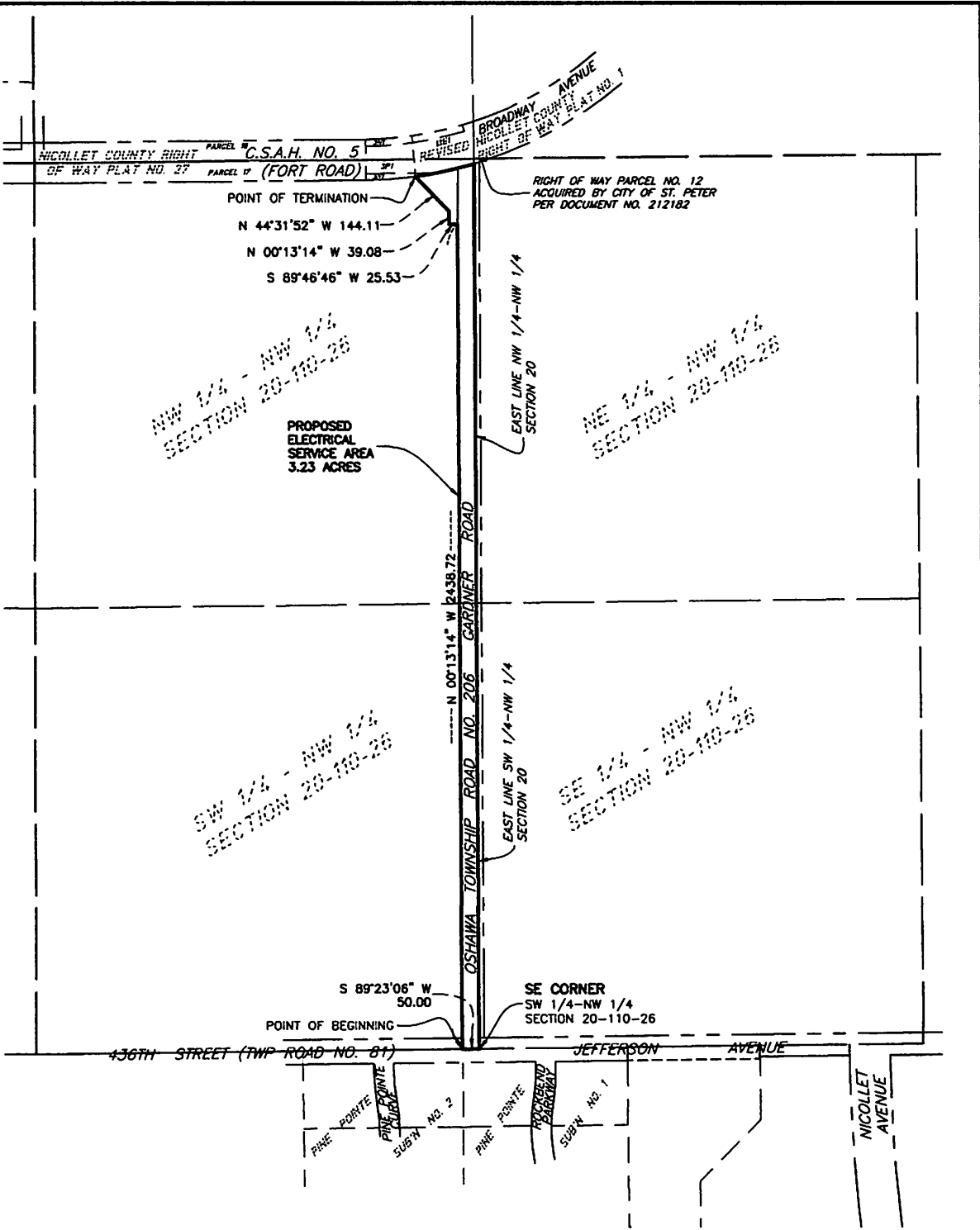
City of Saint Peter

June, 2016



Map Document: f:\arcgis\work\GIS\STP\GIS\map\ESRB\stps0016\Stp_ElectricServiceBoundary_11x17.mxd
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All that part of the Northwest Quarter of the Northwest Quarter lying south of and adjoining Revised Nicollet County Right of Way Plat No. 1, according to the recorded plat thereof, and that part of Southwest Quarter of the Northwest Quarter of Section 20, Township 110 North, Range 26 West, Nicollet County, Minnesota, lying east of and adjoining the following described line: Commencing at the Southeast corner of said Southwest Quarter of the Northwest Quarter of Section 20; thence South 89 degrees 23 minutes 06 seconds West 50.00 feet to the point of beginning of the line to be described; thence North 00 degrees 13 minutes 14 seconds West, a distance of 2438.72 feet; thence South 89 degrees 46 minutes 46 seconds West, a distance of 25.53 feet; thence North 00 degrees 13 minutes 14 seconds West, a distance of 39.08 feet; thence North 44 degrees 31 minutes 52 seconds West, a distance of 144.11 feet to the south line of said Revised Nicollet County Right of Way Plat No. 1 and there terminating.



ELECTRICAL SERVICE AREA EXHIBIT SAINT PETER, MINNESOTA	PART OF THE NW 1/4 - NW 1/4 & PART OF THE SW 1/4 - NW 1/4, SECTION 20-110-26
BOLTON & MENK, INC. Consulting Engineers & Surveyors 1960 PREMIER DRIVE MANKATO, MINNESOTA 56001 (507) 625-4171	FOR: CITY OF SAINT PETER

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SW 1/4 - SW 1/4
SECTION 8-110-26

NW 1/4 - NW 1/4
SECTION 17-110-26

SOUTH LINE NW 1/4-NW 1/4
SECTION 17

SW 1/4 - NW 1/4
SECTION 17-110-26

TRAVERSE OUTLOT C

PROPOSED ELECTRICAL SERVICE AREA
16.54 ACRES

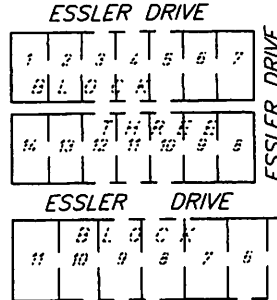
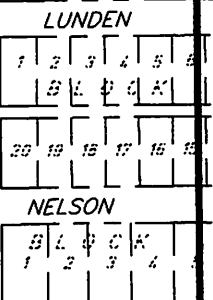
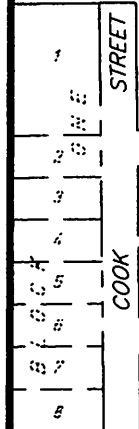
GREEN

OUTLOT B

PARK

SUBDIVISION

OUTLOT A



CULLEN STREET
COUNTY ROAD 51
TRAVERSE ROAD

NICOLLET COUNTY RIGHT OF WAY PLAT NO. 18
NICOLLET AVENUE
CSAH 20



All that part of Traverse Green Subdivision, according to the recorded plat thereof, being in the Northwest Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West and also the north 50.00 feet of the Southwest Quarter of the Northwest Quarter of Section 17, Township 110 North, Range 26 West adjoining said Traverse Green Subdivision, Nicollet County, Minnesota.

ELECTRICAL SERVICE AREA EXHIBIT
SAINT PETER, MINNESOTA



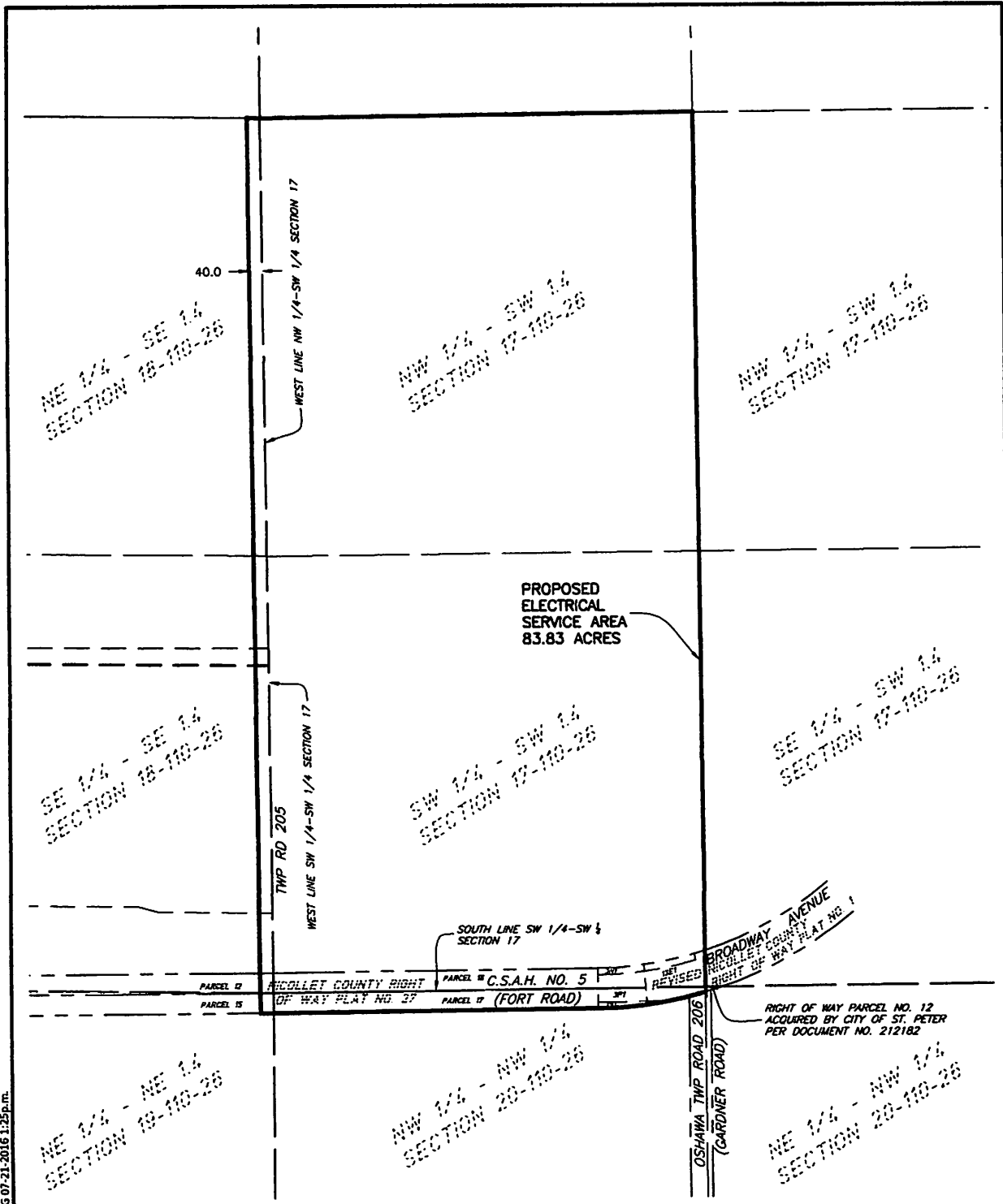
BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1960 PREMIER DRIVE
MANKATO, MINNESOTA 56001
(507) 625-4171


PART OF THE NW 1/4 - NW 1/4 &
PART OF THE SW 1/4 - NW 1/4,
SECTION 17-110-26

FOR: CITY OF SAINT PETER

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The Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 17, Township 110 North, Range 26 West, the east 40.00 feet of the Northeast Quarter of the Southeast Quarter and the east 40.00 feet of the Southeast Quarter of the Southeast Quarter of Section 18, Township 110 North, Range 26 West, and also all that part of Nicollet County Right of Way Plat No. 27 and Revised Nicollet County Right of Way Plat No. 1, according to the recorded plats thereof, adjoining the above described property, being in the Northeast Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 26 West and the Northwest Quarter of the Northwest Quarter of Section 20, Township 110 North, Range 26 West, all in Nicollet County, Minnesota.

ELECTRICAL SERVICE AREA EXHIBIT SAINT PETER, MINNESOTA		PART OF SECTION 17-110-26, PART OF SECTION 18-110-26, PART OF SECTION 19-110-26 & PART OF SECTION 20-110-26 FOR: CITY OF SAINT PETER
 BOLTON & MENK, INC. Consulting Engineers & Surveyors 1960 PREMIER DRIVE MANKATO, MINNESOTA 56001 (507) 625-4171		