The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, January 27, 2014 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. Approval of the Agenda	
4. Meeting Minutes-January 13, 2015	APPROVE
5. Notices and Communications	
6. Electric Service Request-A. Archer	DISCUSS
7. Snow Parking Ordinance	DISCUSS
8. Public Hearing Ordinance #576 Special Vehicle Use	HOLD
9. Ordinance #576 Special Vehicle Use (1st Reading)	APPROVE
10. Public Hearing Ordinance #577 Dangerous Dog Ordinance	APPROVE
11. Ordinance #577 Dangerous Dog Ordinance (1st Reading)	APPROVE
12. 2015 Pay Equity Report	APPROVE
13. Police Department Staffing/Military Leave Request/	APPROVE
14. 2015 Blandin Foundation	DISCUSS
15. Safe Routes to School Bicycle Fleet Grant Award	DISCUSS
16. Rate Schedule Rider for Distributed Generation	APPROVE
17. Rolling Hills Transit promotional video collaboration	APPROVE
18. Contract for Hazardous Materials Testing	APPROVE
19. EMS Building Committee Update	DISCUSS
20. Resolution #01-2015 Resolution of Support for Ramsey County Regional Railroad Authority.	APPROVE

UNSCHEDULED PUBLIC APPEARANCES: Members of the audience may address any item not on the agenda. State Statute prohibits the City Council from discussing an item that is not on the agenda, but the City Council does listen to your concerns and has staff follow up on any questions you raise.

ADJOURNMENT

WELCOME TO
ST. CHARLES
GATEWAY TO WHITEWATER

MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, January 27, 2015

6. Electric Service Request-A. Archer. Please see the attached Request for Council Action.

7. Snow Parking Ordinance. John Steffel has requested to address the City Council regarding the snow parking ordinance. The City Code for Snow Parking is included in the packet for review.

8. Public Hearing Ordinance #576 Special Vehicle Use. The public hearing will be held.

9. Ordinance #576 Special Vehicle Use (1st Reading).

10. Public Hearing Ordinance #577 Dangerous Dog Ordinance. The public hearing will be held.

11. Ordinance #577 Dangerous Dog Ordinance (1st Reading).

12. 2015 Pay Equity Report. A report will be presented.

13. Police Department Staffing/Military Leave Request. Police Chief Ken Frank has received a letter of resignation from a part-time officer which is requested to be approved. He would like to discuss advertising for additional part-time officers. In addition, a Military Leave Request was shared regarding a full-time officer and he would like to have a discussion with respect to staffing.

14. 2015 Blandin Foundation. A brief update can be provided by steering committee members on the recent kickoff meeting.

15. Safe Routes to School Bicycle Fleet Grant Award. The St. Charles School District was awarded the School Bicycle Fleet grant. Only four communities were selected to participate with 16 applications being received. Supt. Mark Roubinek will provide more information as provided.

16. Rate Schedule Rider for Distributed Generation. Enclosed is a Rate Schedule Rider that is recommended for adoption as required by the Minnesota Public Utility Commission for customers of alternative energy systems. The policy was provided by the City's Electric Engineer, Tom Nigon of Energy Star Services.

17. Rolling Hills Transit promotional video collaboration. Please see the enclosed Request For Action.

18. Contract for Hazardous Materials Testing. Two firms provided proposals for Hazardous Materials Testing for the fire hall and existing home on Church Avenue. After review by the City's Engineer it is recommended to hire Braun Intertec in the amount of $3,995.00.

19. EMS Building Committee Update. An update will be provided regarding the work of the EMS Building Committee and the current steps being taken.

20. Resolution #01-2015 Support for $1 million request by the Ramsey County Regional Railroad Authority to complete environmental analysis and engineering for the Union Pacific Railroad and Burlington Northern Santa Fe Railway grade separation project. Please see the attached resolution by the Minnesota High Speed Rail Commission requesting support from the City of St. Charles as a participant of the commission.

For Tuesday, January 13, 2015 held at 6:00 p.m. at
830 Whitewater Avenue
St. Charles, Minnesota

MEMBERS PRESENT:
Councilmen:
Dave Braun
Orv Dahl
Wayne Getz
David Kramer
John Schaber

MEMBERS ABSENT:
None

STAFF PRESENT:
Janell Dahl and Kyle Karger (Public Works Supt)

OTHERS IN ATTENDANCE: Dan White and Craig Hilmer (Press).

1. **ESTABLISH QUOROM/CALL TO ORDER**
   Quorom was established with Mayor John Schaber calling the meeting to order at 6:00 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE AGENDA**
   Motion to approve the agenda: **Dave Braun**
   No discussion.
   Motion carried.

4. **MEETING MINUTES**
   December 9, 2014
   Motion to approve: **Orv Dahl**
   Motion carried.

   -December 23, 2014
   Correction to delete David Braun under others in attendance.
   Motion to approve: **Wayne Getz**
   Motion carried.

5. **APPROVAL OF DECEMBER PAYABLES**
   Motion to approve payables: **David Kramer**

6. **Notices and Communications.**

7. **Reports of Boards and Committees:** Various reports were given by Council.

8. **Tax Exempt Lease Purchase Agreement.** Clm. Kramer had not seen the lease agreement for the sweeper that the City wants to lease so he asked for a copy of the agreement to read over. Kyle sent a copy to the councilmembers to review prior to the meeting. Clm. Kramer asked about purchasing the sweeper outright with cash instead of making payments over four years which will cost the City approximately $9200.00 in interest. Mayor Schaber explained that the City does try to purchase things outright with cash but in this instance, the City does not want to deplete the CIP reserve and felt that making payments over the five years was the right decision.
   Motion to approve: **Wayne Getz**
   No further discussion.
   Motion carried.

9. **Winona County Landshark Agreement**
   Motion to approve: **Dave Braun**
   No further discussion.
   Motion carried.

10. **Travis Gransee Resignation – Park Board**
    Motion to approve: **Orv Dahl**
    No further discussion.
    Motion approved.

11. **Bill Spitzer – EDA Appointment**
    Motion to approve: **Wayne Getz**
    No further discussion.
    Motion approved.

12. **AMBULANCE OFFICER APPOINTMENT**
    Motion to approve: **Dave Braun**
    No further discussion.
    Motion carried.

Motion to adjourn at 6:13 p.m.
Motion to approve: **David Kramer**
Motion declared carried.

_____
John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

energy services

January 21, 2015

VIA EMAIL: kak@stcharlesmn.org

Mr. Kyle Karger
Superintendent
830 Whitewater Ave.
St. Charles, MN 55972

SUBJECT: Recommendation on 480 V service to house and cost estimate

Dear Kyle:

I've reviewed the request from a St. Charles Electric customer to install a 480 volt service to their house. My recommendation is to deny the request to install the 480 volt 3-phase or 1-phase service for the following reasons:

- Residential areas are designated for a standard voltage of 120/240 volts single-phase for ease of operation and maintenance. Introducing other voltages will make the operation more difficult and could cause safety issues because personnel aren't expecting 480 volts to exist in a residential area.

- A 480 volt service is designated for commercial or industrial use and could involve the operation of larger motors, welders or other industrial equipment. This equipment could cause power quality issues for residential customers served from the same distribution line that provides service to the 480 volt service.

- Article 230.2 of the National Electrical Code (NEC) specifies that a building or structure can be served by only one service with some exceptions for fire pumps, standby systems or larger buildings. The Minnesota State electrical inspector would need to review this service installation to determine if the second service meets one or more of the exceptions in the NEC assuming the existing 120/240 volt service will remain.

If the City agrees to install the service and the service installation is allowed by the State of Minnesota electrical inspector, then the customer should be required to pay for the entire installation plus future costs for operation, maintenance and removal of the service if removed in the future because this will be a non-standard service. A special contract should be prepared to authorize the City of St. Charles to recover the installation and future costs for the primary and secondary 480 volt service.

The following are the cost estimates for installing 3-phase and 1-phase 480 volt service to the customer located east of Morse Avenue and North of Sunset Drive. The cost estimate is based on installing a riser pole on the overhead line located on East Ave., directional drilling approximately 900 feet east to a new 480 volt pad-mount transformer located near the house and installing a 480 volt underground electric service. The transformer size for a single-phase service is 75 kVA and the transformer size for a 3-phase service is 150 kVA.

Table 1 Cost Estimate – 3-phase 480 volt service

Description	Assembly	Units/ft.	Mater-Ea	Labor-Ea	Matl$	Labor$	Total$
Pole 40 ft. class 4	Pole	1	$450	$900	$450	$900	$1,350
Assembly 3-ph Tangent	C1	1	$100	$500	$100	$500	$600
Ground OH Pole	M2-1	1	$100	$100	$100	$100	$200
Riser pole - 1/0 3-ph	UC1-4/0	1	$2,300	$1,800	$2,300	$1,800	$4,100
Cable 1/0 AL 15kV 3-ph	U-cable	900	$8	$4	$7,200	$3,600	$10,800
Cable service 600 V	U-cable	50	$3	$2	$150	$100	$250
PM trf 3-ph - 150 kVA	UG17	1	$9,000	$1,600	$9,000	$1,600	$10,600
Load break elbow - 200a	UM6-1	3	$70	$100	$210	$300	$510
Elbow arrester	UM6-34	3	$100	$110	$300	$330	$630
Bore 4"	UR5 4"	900	$2	$18	$1,800	$16,200	$18,000
Sub-Total - Construction					$21,610	$25,430	$47,040
Overheads			18%				$8,467
Total Estimate							$55,507

Table 2 Cost Estimate – 1-phase 480 volt service

Description	Assembly	Units/ft.	Mater-Ea	Labor-Ea	Matl$	Labor$	Total$
Pole 40 ft. class 4	Pole	1	$450	$900	$450	$900	$1,350
Assembly 3-ph Tangent	C1	1	$100	$500	$100	$500	$600
Ground OH Pole	M2-1	1	$100	$100	$100	$100	$200
Riser pole - 1/0 1-ph	UA1-1/0	1	$600	$500	$600	$500	$1,100
Cable 1/0 AL 15kV 1-ph	U-cable	900	$3	$2	$2,700	$1,800	$4,500
Cable service 600 V	U-cable	50	$3	$2	$150	$100	$250
PM trf - 1-ph 75 kVA	UG7	1	$2,500	$800	$2,500	$800	$3,300
Load break elbow - 200a	UM6-1	1	$70	$100	$70	$100	$170
Elbow arrester	UM6-34	1	$100	$110	$100	$110	$210
Bore 2"	UR5 2"	900	$1	$13	$900	$11,700	$12,600
Sub-Total - Construction					$7,670	$16,610	$24,280
Overheads			18%				$4,370
Total Estimate							$28,650

Please contact me if you need further information at 608-793-1780 or tnigon@star-energy.com.

Sincerely,

STAR ENERGY SERVICES, LLC

Tom Nigon

Tom Nigon, PE
Senior Electrical Engineer

Southern Minnesota
INITIATIVE FOUNDATION

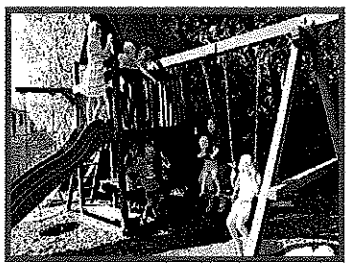
Breaking new ground with investments in early childhood and entrepreneurs

January 12, 2015

Nick Koverman
City of Saint Charles
830 Whitewater Ave
Saint Charles, MN 55972

Dear Mr. Koverman and City Council,
Thank you for your ***invaluable*** gift of **$1,500** to Southern Minnesota Initiative Foundation (SMIF), which strives to sustain and grow a region of vibrant communities, innovative and successful businesses, and a skilled and valued workforce.

Over the past year, gifts like yours powered our efforts to expand within both areas of economic and early childhood development. In total, **$4.4 million** was invested back into our 20-county region providing resources and assistance to people like Becky Finney, who benefited from both of our program areas.



Becky is a home-based child care provider who was a little overwhelmed by all the changes at the state level for child care providers. After attending the **Quality Child Care Provider trainings** hosted by SMIF, Becky is on her way to becoming Parent Aware rated. She also utilized SMIF's **Building Blocks Loan program** to expand her home business. Through the program, Becky received the dollars needed to create a safe, secure environment for children to learn and play in. Becky stated the services she received from SMIF were helpful in strengthening her childcare services and business model.

Because of your support, SMIF has been able to make an impact on **early childhood and economic development** throughout the region with our programming, collaboration, community work, and convenings. There are many examples of how your dollars are benefiting the 20-county region, and you can find more information on our website and newsletters.

Our mission is lofty and presents great challenges. With your help, we will continue to make a difference in the areas of economic and early childhood development in southern Minnesota.

On behalf of half of board and staff at the Foundation, I thank you for your contribution.
Sincerely,

Tim Penny
President & CEO

Thanks!

P.S. Please enjoy the post-it notes as a small thank you for your support!
cc: June Reineke, Board Member

Southern Minnesota Initiative Foundation is a 501(c) (3) organization; your gift is tax deductible. No goods or services were provided to the donor.

525 Florence Avenue, P.O. Box 695 Owatonna, MN 55060-0695 | 507.455.3215 | www.smifoundation.org

SEMLM

Southeastern Minnesota League of Municipalities

www.semlm.org

Jan. 2015

Save these dates:

January 29 ..... Rochester
April 29 ..... Kasson

**Look for treats on pages 4 and 6.*

Board of Trustees

Asterisk indicates retiring from board

President ..... Randy Staver
Rochester City Council President
rstaver@rochestermn.gov

Vice President ... Jennifer Gumbel
LeRoy Mayor
jennifergumbel@gmail.com

Secretary ..... Nick Koverman
St. Charles City Administrator
NKoverman@StCharlesmn.org

Treasurer ..... Aaron Reeves
Rochester City Clerk
AReeves@rochestermn.gov

***Trustee/Past Pres..... Ron Johnson**
Cannon Falls City Administrator
rjohnson@cannonfallsmn.gov

***Trustee ..... Jerry Martell**
Hokah City Council
erickson000@centurytel.net

Trustee ..... Robert Pederson
Chatfield City Council
pederson822@gmail.com

Trustee ..... Todd Baker
Rushford Village City Council
Tbaker1961@gmail.com

Staff .....Brenda Johnson
brenda@semlm.org
507-867-4650
PO Box 413
Chatfield, MN 55923

Best Wishes and Thank You!

Two SEMLM Board members are retiring from the board this month. **Jerry Martell**, past mayor and council member for Hokah, served longer than anyone except Jerry knows! He will be missed for his hilarious Hokah Updates and his serious contributions and service to our group.

Ron Johnson, city administrator of Cannon Falls, served as both board member and president of the SEMLM, overseeing a period of tremendous growth in membership and activity. We count on Ron to still be a regular at the membership meetings, so look for him!

Thanks to two excellent board members of the SEMLM!

Note from the Prez –

A New Year and New Opportunities!

A fresh slate invites people to think in new ways, and the SEMLM is doing a lot of that. Check out the Board update article in this edition for news on the Board's fall planning meeting. There's a lot of exciting info there.

Opportunities to serve on SEMLM Board open this time of year, and it's a great time to serve. Application is so easy. Fill out this short form and send it to Brenda Johnson at the email listed at the left. Application to become a SEMLM Board Member.pdf

Welcome to our new city elected officials across the region! Please make sure they all get invited to the January 29 meeting in Rochester. The SEMLM is a great environment for newly elected folks to learn about serving.

Our SEMLM cities will see new things this year at quarterly meetings – a mini-marketplace with Community Partners, educational programs, a session with Explore Minnesota Tourism, and more.

Your city's input is requested on the SEMLM 2015 legislative policies, with the final vote at the January 29 meeting in Rochester. There are some new and exciting policy proposals for you to consider. The current draft is available here for your review before the meeting: SEMLM 2015 legislative policies 2nd DRAFT for Discussion .pdf

Can you tell there's a lot going on in the SEMLM right now? And it just keeps getting better! See you on the 29th in Rochester.

SEMLM President Randy Staver
Rochester City Council President

News from the SEMLM Boardroom

Open Board Seats

City elected officials in Goodhue, Houston, Dodge, and Wabasha Counties are especially encouraged to apply, and city elected officials in all the eight counties are encouraged, too. As much as possible, regional representation is maintained on the board, with a priority of filling all seats. Application is a simple one-page form available on the SEMLM website www.semlm.org and from Brenda at brenda@semlm.org.

2015 Legislative Policies

The board reviewed potential topics for 2015 legislative policies based on membership input and new information. **A brand new policy emerged regarding a request for the state to fund a DEED study of impacts on SE MN cities from growth over the next decades. This is similar to the $250,000 appropriation for a study of the impact on NW MN cities from the oil boom in North Dakota. Attend the January 29 Rochester meeting to learn more and vote on this topic for your city.** Final voting and adoption of all the proposed 2015 legislative policy packet will occur on January 29. (Continued on page 3.)

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Managing the human resource is the most rewarding and most challenging aspect of the organization. Through our Managing for Success program we can assist you in developing strategies to deal with the most difficult issues.

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(507) 346-7895

WELCOME TO ST. CHARLES GATEWAY TO WHITEWATER

Request for City Council Action

Date: January 23, 2014 Requested Council Date: January 27, 2014

Originating Department: Electric Dept.

Council Action Requested: Review request for a residential 3-phase 480 Amp Service or alternatively a 1-phase 480 Amp Service.

Background Information: A request from Andrew Archer, living at 2000 Hillcrest Drive (Tax ID 29.000.1310) on approximately 3.4 acres was received for the installation of a 3-phase 480 Amp service OR a 1-phase 480 Amp service. Mr. Archer has expressed his desire to update this service in order to utilize various computerized equipment at his home location. Mr. Archer is also the owner of Exel Manufacturing also located in St. Charles. A letter of request is attached with this memo and Mr. Archer will also be present to help outline his request to the Council. Due to the extraordinary service request, the item is being presented to the City Council for consideration. In addition, the City's electrical engineer, Tom Nigon, has also provided a recommendation and related cost estimates for both proposed services.

The new service requires a 900-foot extension in order to reach a 3-phase service connection. This is a unique situation and extraordinary request in order to review the stability of the electric service as well as recognize the residential nature of the district and the use proposed.

If the Council elects to entertain the consideration of allowing the service, staff can provide a potential partnership arrangement for the proposed project.

WELCOME TO ST. CHARLES GATEWAY TO WHITEWATER

Letter Of Intent
In
Regards To Distribution Of Three Phase Power

Andrew Archer
2000 Hillcrest Dr
St. Charles MN, 55972
1/23/2015

St. Charles City Council
830 Whitewater Ave
St. Charles MN, 55972

Dear St. Charles City Council:

I have recently purchased a residence to be closer to my company Excel Manufacturing, one of St. Charles largest employers, with the goal of bringing and expanding my other businesses in this area. To accomplish this it requires me to move my personal equipment and servers from my other residences to my new St. Charles residence. The equipment require a three phase 460 volt, 400 amp service to be brought in. This equipment operates with noise levels under 75 Decibels. For comparison a vacuum cleaner operates at 70-75 decibels. The equipment will be located indoors, thus having no effect on surrounding residences. My request is the authorization to install the necessary service needed to my residence.

Thank you for your consideration.

Sincerely,

Andrew Archer

energy services

January 23, 2015

VIA EMAIL: kak@stcharlesmn.org

Mr. Kyle Karger
Superintendent
830 Whitewater Ave.
St. Charles, MN 55972

SUBJECT: Recommendation on 480 V service to house and cost estimate

Dear Kyle:

I've reviewed the request from a St. Charles Electric customer to install a 480 volt service to their house. My recommendation is to deny the request to install the 480 volt 3-phase or 1-phase service for the following reasons:

- Residential areas are designated for a standard voltage of 120/240 volts single-phase for ease of operation and maintenance. Introducing other voltages will make the operation more difficult and could cause safety issues because personnel aren't expecting 480 volts to exist in a residential area.

- A 480 volt service is designated for commercial or industrial use and could involve the operation of larger motors, welders or other industrial equipment. This equipment could cause power quality issues for residential customers served from the same distribution line that provides service to the 480 volt service.

- Article 230.2 of the National Electrical Code (NEC) specifies that a building or structure can be served by only one service with some exceptions for fire pumps, standby systems or larger buildings. The Minnesota State electrical inspector would need to review this service installation to determine if the second service meets one or more of the exceptions in the NEC assuming the existing 120/240 volt service will remain.

If the City agrees to install the service and the service installation is allowed by the State of Minnesota electrical inspector, then the customer should be required to pay for the entire installation cost because this will be a non-standard service. A special contract should be prepared to authorize the City of St. Charles to recover the installation costs for the electric extensions costs based on the City of St. Charles ordinance 54.11 (B) (2) which requires a special service agreement between the City and the customer for conditions of service not covered in the rate schedules or the service standards. This is a special service standard because the customer has an existing adequate service and is requesting a different electric service that's non-standard for the type of dwelling. My experience is other utilities require customers to pay a non-refundable contribution amount for the excess service facilities.

The following are the cost estimates for installing 3-phase and 1-phase 480 volt service to the customer located east of Morse Avenue and North of Sunset Drive. The cost estimate is based on installing a riser pole on the overhead line located on East Ave., directional drilling approximately 900 feet east to a new 480 volt pad-mount transformer located near the house and installing a 480 volt underground electric service. The transformer size for a single-phase service is 75 kVA and the transformer size for a 3-phase service is 150 kVA. My recommendation is the customer should pay all of the costs as estimated below for the non-standard service in advance of construction. If the actual charges are less than the estimated costs, then the customer should be refunded the difference. If the actual charges exceed the estimated costs, the normal practice is for the utility to pay for the costs above the estimated charges.

Table 1 Cost Estimate – 3-phase 480 volt service

Description	Assembly	Units/ft.	Mater-Ea	Labor-Ea	Matl$	Labor$	Total$
Pole 40 ft. class 4	Pole	1	$450	$900	$450	$900	$1,350
Assembly 3-ph Tangent	C1	1	$100	$500	$100	$500	$600
Ground OH Pole	M2-1	1	$100	$100	$100	$100	$200
Riser pole - 1/0 3-ph	UC1-4/0	1	$2,300	$1,800	$2,300	$1,800	$4,100
Cable 1/0 AL 15kV 3-ph	U-cable	900	$8	$4	$7,200	$3,600	$10,800
Cable service 600 V	U-cable	50	$3	$2	$150	$100	$250
PM trf 3-ph - 150 kVA	UG17	1	$9,000	$1,600	$9,000	$1,600	$10,600
Load break elbow - 200a	UM6-1	3	$70	$100	$210	$300	$510
Elbow arrester	UM6-34	3	$100	$110	$300	$330	$630
Bore 4"	UR5 4"	900	$2	$28	$1,800	$25,200	$27,000
Sub-Total - Construction					$21,610	$34,430	$56,040
Overheads			18%				$10,087
Total Estimate							$66,127

Table 2 Cost Estimate – 1-phase 480 volt service

Description	Assembly	Units/ft.	Mater-Ea	Labor-Ea	Matl$	Labor$	Total$
Pole 40 ft. class 4	Pole	1	$450	$900	$450	$900	$1,350
Assembly 3-ph Tangent	C1	1	$100	$500	$100	$500	$600
Ground OH Pole	M2-1	1	$100	$100	$100	$100	$200
Riser pole - 1/0 1-ph	UA1-1/0	1	$600	$500	$600	$500	$1,100
Cable 1/0 AL 15kV 1-ph	U-cable	900	$3	$2	$2,700	$1,800	$4,500
Cable service 600 V	U-cable	50	$3	$2	$150	$100	$250
PM trf - 1-ph 75 kVA	UG7	1	$2,500	$800	$2,500	$800	$3,300
Load break elbow - 200a	UM6-1	1	$70	$100	$70	$100	$170
Elbow arrester	UM6-34	1	$100	$110	$100	$110	$210
Bore 2"	UR5 2"	900	$1	$23	$900	$20,700	$21,600
Sub-Total - Construction					$7,670	$25,610	$33,280
Overheads			18%				$5,990
Total Estimate							$39,270

Please contact me if you need further information at 608-793-1780 or tnigon@star-energy.com.

Sincerely,

STAR ENERGY SERVICES, LLC

Tom Nigon

Tom Nigon, PE
Senior Electrical Engineer

Date Printed 1/23/2015 11:04:49 AM

TAX ID: **29.000.1310**

Owner Name: ANDREW J ARCHER

Parcel Address: 2000 HILLCREST DR ST CHARLES 55972

Lot Size (acres): 3.4

Note: Acreage shown on map is approximate. For actual taxed acreage, please refer to parcel plat or relevant deed doument.

Est. Land Value: $60,000

Est. Building Value: $123,900

Est. Market Value: $183,900

DESCRIPTION:

Sect-20 Twp-106 Range-010 LIMITS ST CHARLES Lot-052 LIMITS 3.4 ACRES PER MF #233350 EX: THAT PART OF SE CORNER ALONG HILLCREST DRIVE

Lot # : 052

Block # :

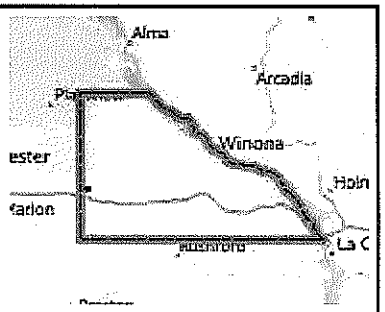
Type : FULL HOMESTEAD

Notice: This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Winona County
GIS Services

Winona County
GIS Services

Location Map



Legend

- ParcelLines
- County Boundary

Notes

Revision # :

312 0 156 312 Feet

PROJECTION: WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Creation Date: 1/22/2015 12:08:41 PM

Map Auto-generated by Winona County (GIS Department Map Server).

RESIDENTIAL CUSTOMER.

(1) For both urban and rural areas, a house, apartment, flat, trailer or other living quarters, including facilities for meal preparation and sleeping, that is occupied by a person or persons constituting a distinct household, and that uses energy for general illumination, heating or operating household appliances.

(2) Residential use may be extended to include the use of electric energy in private buildings which are adjacent to, or connected with, the residential building, and used exclusively by the occupants of the residence being served, but not when the adjacent or connected building is being used as a residence by another family unit or being used for commercial purposes.

(3) Garage space, not in excess of that usually permitted by city zoning regulations for single-family zones, may receive residential service, even though the garage space may at times be rented to others.

(4) Any rooming house or dormitory with less than 10 rooms used as individual sleeping quarters may be classified as a ***RESIDENTIAL CUSTOMER***.

§ 54.03 CLASSES OF SERVICE AND RATES AVAILABLE.

(A) *Classification.*

(1) Customers shall be classified according to how they use electric service.

(2) Classification shall conform to the availability provisions contained in the city's rate schedules.

(3) The available customer service and rate schedule classifications shall be as follows:

(a) Residential;

(b) Commercial single-phase;

(c) Commercial 3-phase;

(d) Large power; and

(e) Large industrial.

(4) Standard retail electric rate schedules are based on exclusive use of the city's service. None of the city's rate schedules are available for emergency, standby or supplementary service except as may be provided by appropriate contract and rate sheet riders.

(B) *Service resale prohibited.* Under no conditions will service be available for resale by the customer. Service will only be offered to the ultimate consumer, except as otherwise permitted herein where the consumer is the occupant of a rental area where service is furnished as an undefined part of the fixed rental fee.

(C) *Residential service.*

(1) Electric service for residential customers will be provided on the standard residential rate schedules at a secondary voltage according to § 54.15, provided that any motor in excess of

5 horsepower shall not be served on a residential service rate unless the installation has received prior approval of the city.

(2) Each apartment unit will be metered separately. The applicable standard residential rate shall apply for each unit.

(3) The residential service rate will apply in the general use areas of the apartment complex such as lighting in halls, laundry facilities and garages which are available for the direct benefit and general use of the tenants and for the care and operations of the apartment complex.

§ 54.04 SERVICE CHARACTERISTICS AND CONNECTIONS AVAILABLE.

(A) *Service characteristics.*

(1) The character of electric service available to each customer shall be at the city's option and shall be dependent upon the following:

(a) The service available at the proposed location;

(b) The size of the load; and

(c) The operation characteristics of the customer's equipment.

(2) The city's standard electric service is alternating current with a nominal frequency of 60 HZ. Direct current service is not available.

(3) Only 1 service voltage will be supplied for a single metered connection, except when an additional voltage is supplied on large power rate schedules, special or unusual service requirements exist, and service at 1 voltage is not practical in the city's opinion.

(B) *Secondary service connections.* The service classes are stated in § 54.15.

(C) *Special requirements and limitations.*

(1) Any single-phase utilization device having a rated capacity in excess of 2 Kilovolt-amperes shall not be operated at less than 208 volts without specific approval of the city.

(2) Three-phase service may be provided in any instance where, in the city's judgment, the customer's total connected load is of a size that 3-phase service is warranted. Where 3-phase service is supplied, any single-phase load shall be balanced on all 3 phases as closely as possible.

(3) Individual motors larger than 5 horsepower will not be served from single-phase circuits except with the advance approval of the city.

(4) All motors installed by customers after January 1, 1986, should have the appropriate associated capacitors installed. These capacitors will be disconnected and connected to the electric service with a motor.

(D) *Primary connections available*. Service at primary voltage will be available for large power loads at voltages designated by the city as the service voltage available in the area for the size of load to be served.

(E) *Overhead service*. Generally, except as otherwise provided in the following sections on underground services, and unless an area is specifically designated by the city as a ***DESIGNATED UNDERGROUND AREA***, the normal method of customer service will be by overhead service conductors from the city's overhead distribution system.

(F) *Underground service*. The city will install underground electric distribution services or systems under the following conditions, provided the service is not readily available from adequate existing city-owned overhead facilities.

(1) *Optional underground extensions*.

(a) In all service areas not designated underground commercial service areas pursuant to division (F)(2) below, and where a single or 3-phase primary extension and separate transformers are required to serve a new large power classification customer, the city will furnish, install, own and maintain a 15 kV underground primary extension as a customer option to an overhead primary service extension, provided the customer agrees to dig and backfill the entire trench and to furnish all conduits (including riser on city-owned pole), ducts and similar materials, in accordance with city specifications.

(b) In addition, the customer will be required to grant to, or secure for the city, a suitable utility easement, at no cost to the city, for the entire length of the underground primary extension, including the easement for property not owned by the customer.

(c) The customer will also be required to provide facilities for transformer location as noted in division (F)(2) below.

(d) The customer is responsible for trenching the total original distance required to serve the customer, including all necessary crossings of streets, other roadways and parking lots, on either public or private property. When any improved surfaces are disturbed, the customer shall return the surfaces to a condition at least as good as they were before being disturbed.

(e) The surfaces shall also comply with all applicable city code provisions. The customer is responsible for defects or adverse surface conditions resulting from improper backfilling and/or resurfacing of the original trench. The city will assume maintenance responsibility for the underground primary extension when it is properly completed.

(2) *Required underground extensions*. In any portion of the city's electric service area with existing or potential commercial or industrial customers, the city shall have the option to designate an area as an underground commercial service area at any time a service request is received, as part of its planning for future service requirements. The standard conditions of electric service in the area will be as follows.

(a) For customers requiring separate transformer installations, as determined by the city upon consideration of voltage, capacity, space limitation or other requirements, the customer is required to provide at the customer's expense 1 of the following:

1. Suitable facilities for an outdoor pad mounted transformer installation (including a concrete pad, switches and conduits);

2. A suitable transformer vault for oil filled transformers; or

3. Equivalent arrangement necessitated by special conditions when approved by the city.

(b) All conduit or duct into and/or within the customer's vault or building as required for the city-owned primary service cable in conformance with city specifications.

(c) All secondary cable and cable terminals beyond the transformer terminals. The customer is also required to own and maintain these items.

(d) The city will provide the underground primary service cable which will connect to or terminate on the primary disconnecting device associated with the transformers installed in the space provided.

(e) For customers not requiring separate transformer installations, the city will provide a secondary terminal at an accessible location on or adjacent to the customer's property.

(f) The customer will provide underground secondary service cable with terminals which will terminate on the city's secondary terminals. The cable must be compatible in all respects with the city's distribution system.

(g) The city will make all final connections to its secondary terminals.

(h) The city's meters may be installed, at its option, either at the secondary terminals or at the customer's building pursuant to the provisions for metering described in § 54.05(F) below.

(i) Pole mounted transformer installations will be used in an area only at the city's option.

(1987 Code, § 304.04)

§ 54.05 GENERAL PROVISIONS.

(A) *General characteristics.*

(1) The city shall establish the point of supply and routing for all underground primary service extensions.

(2) The city must agree with the point of termination for all underground primary service extensions.

(3) The length of the city's underground primary service conductors shall be as short as practical and consistent with city's system expansion plan.

(4) Only 1 set of primary service conductors with a single point of delivery will be installed for any single metered connection.

(5) The portion of the city's underground primary service cable located on the customer's premises shall be reasonably accessible for normal maintenance, testing, repair or replacement.

(6) If there are any additions or revisions to buildings on the premises, the customer shall be responsible for keeping the cable accessible.

(7) The underground primary service extensions owned by the city are not confined to the exclusive use of the original customer and, at the city's option, may be used to serve other customers.

(B) *Ownership of transformers.* Customers shall have the option of owning the transformers (and integral parts) when service is supplied pursuant to § 54.04(F)(2) above, provided the city will generally own 1 transformer or bank of transformers and the transformer(s) will be those served by the city's primary service.

(1) When the city feels the customer's service requirements cannot be served practically through a single transformer, more than 1 city-owned transformer may be installed for any single metered connection.

(2) When separate installations are not at the city's designated single point of delivery for each separate meter installation, the customer shall provide all intervening primary electrical facilities beyond the point of delivery.

(3) All other equipment past the point of termination of the city's primary service cable, except metering, will be furnished by the customer or will pay the city for the equipment at cost plus 10%.

(C) *Primary voltage set by city.*

(1) When the customer owns, operates and maintains the transformer substation, the customer must accept power delivery at the primary voltage established by the city for the area in which customer's load exists.

(2) This primary voltage is subject to change during the term of any agreement as part of city's continuing program of improving service throughout its system.

(D) *City approval required.*

(1) When the customer owns, installs and maintains primary service equipment, the equipment shall be subject to city approval as to type, arrangement and installation method.

(2) Ordinarily, compliance with the National Electric Code will satisfy all installation requirements, but the customer is advised to secure city approval before purchasing and installing equipment to assure service delivery.

§ 54.09 EXTENSIONS AND CONNECTIONS.

(A) *Permanent nonseasonal customers.* The city will make overhead line extensions of reasonable length to serve any classification of permanent, nonseasonal customer that is located within the corporate limits of municipality served by the city without charge when:

(1) The extension does not exceed 500 feet per customer;

(2) The investment is less than or equal to 3.5 times estimated annual revenue; or

(3) If 1 of the above situations does not exist, an extension charge pursuant to division (F) below, will be made.

(B) *Unincorporated areas*. Service to unincorporated areas is not normally provided. The policy for any extension is the same as for incorporated areas.

(C) *Large loads and capacities*. Customer connections from transmission line extensions and/or connections which require service capacities of at least 300 KVA will require individual consideration.

(D) *Temporary service*.

(1) Extensions and connections for temporary service at any location shall be made in pursuant to § 54.03(J).

(2) These provisions shall also apply for line extension when the need for reasonably permanent service has not been recommended.

(E) *Underground extensions*. Underground extensions may be made in lieu of overhead extensions, at the customer's request, provided the underground extension cost is not greater than the overhead extension costs; if the underground extension cost is greater than the overhead cost, the customer may agree in writing to pay the city the difference between the 2 costs.

(F) *Determination of extension costs*.

(1) When estimating the applicant's required extension charge, the city shall calculate the costs using the nearest routing over which right-of-way is available.

(2) The cost shall include all materials and supplies, including expense, labor and those engineering and administration overhead expenses normally applied by the city to this type of construction.

(3) For the purpose of this section, the cost of required meters and transformers shall not be included in the line extension costs.

(G) *Customer's guarantee to take service*. Prior to the city making any line extension under these service standards, the customer or property owner may be required to execute a service application for at least 1-year's service.

(H) *Extensions remain property of city*. Any electric line extension made in accordance with these service standards shall remain at all times the property of the city, regardless of whether the extension is subject to customer extension charges.

(1987 Code, § 304.09)

§ 54.12 USING ELECTRIC SERVICE.

(A) *Limitations on service*.

(1) Electric service utilized by the customer is subject to all applicable limitations set forth in a service application or contract in the applicable rate schedule and the provisions of these service standards, and must be used to not unnecessarily disturb or harm the city's system.

(2) Standard retail electric rate schedules are based on exclusive use of the city's service and are not available for emergency, standby or supplementary service except as provided by appropriate rate contract and/or rate sheet rider.

(B) *Resale exclusion.* Electric service is furnished for customer use only, and resale of electricity by the customer to other persons will not be permitted.

(C) *Permission to enter customer's premises.* The customer shall grant permission for authorized city agents to enter the customer's premises at all reasonable hours to inspect, maintain, repair or remove the city's equipment, or to read meters or for any other purpose relating to service.

(D) *Notice required to discontinue service.*

(1) If the customer is receiving service under the terms of a signed agreement, the customer will be responsible for fulfilling the cancellation notice requirements of the agreement.

(2) If a customer is not under the terms of a signed agreement and desires to discontinue service because of removal from the premises served, notice of the desired discontinuance shall be given to the city not less than 3 days prior to the date when service is to be continued. The city will hold the outgoing party responsible for all electric power and energy supplied on the premises until the notice is received by the city and the city has made the final meter reading, provided the reading is made within 3 business days after the date upon which the city was notified to discontinue the service.

(3) Service agreements are not transferable by the customer. New occupants of the premises must apply to the city before service is rendered.

(E) *Increase in customer's service requirements.* The customer service facilities provided by the city have a recognized capacity limit for rendering adequate and proper service. Therefore, the customer is required to notify the city prior to installing additional or increased capacity equipment that will materially increase electric service requirements, so that the city has adequate opportunity to advise the customer of the availability of additional service and to make proper facilities revisions to handle the increased load, if needed.

(F) *Service connections.*

(1) *General.* All service installations made by overhead wires from the city's service pole to the delivery point on the customer's building (where the city's service wires connect to the customer's entrance conductors) service will be installed by the city.

(a) When installation of 1 or more additional poles on the customer's private property or additional service brackets on buildings for supporting service wires between the city's service pole and the customer's service outlet is necessary because of obstructions, such as other buildings or trees, for proper code clearances or when customer desires to have the service entrance at some point not conforming with provisions in division (F)(2) below, additional equipment will be installed, owned and maintained by the city. The customer shall pay for the actual labor and material cost of the installation.

(b) Where a service connection cannot be made or the service wires clearances cannot be adequately maintained without interference by trees or other obstructions, the customer is responsible for providing adequate clearance.

(2) *Point of attachment.* The attachment point of overhead service wires to the customer's building shall be located at a point on the building most convenient for connection to the city's service pole with due regard for the desire to avoid crossing adjacent property.

(a) This service entrance and point of delivery usually will be at, or close to, the point on customer's building nearest to the city's service pole.

(b) Either before or during the construction of the customer's building, the city will advise the customer upon request, without charge, regarding the proper location of the supporting brackets for the service wires and the customer's weatherproof service head for service connections.

(c) In case the customer's weatherproof service head is not properly positioned, the city may refuse to install its service wires until the head is properly positioned. The city shall determine proper positioning.

(3) *Height of attachment.*

(a) The attachment point of the city's overhead wires on a building must be sufficient height to give ground clearance as required by the National Electric Safety Code or by local or other regulatory bodies having control over the same, but in no event shall the point be less than 10 feet from the ground or from any platform or projection from which the wires might be reached.

(b) The city recommends a height of 15 feet to 25 feet, when building height permits. If a building is not sufficiently high for connecting the service wires with the proper clearance as required above, the owner shall furnish and maintain an adequate supporting fixture to which the service wires may be attached.

(4) *Service entrances.*

(a) All service conductors from the city's overhead service wires into a building are to be installed by a customer at customer's expense, and shall be carried in conduit or other approved wiring raceway or shall be service entrance cable with approved weatherproof service head, and shall terminate 6 inches or more above the service drop attachments to prevent moisture from entering.

(b) Customer-owned service entrance conductors shall extend not less than 30 inches outside the service head to permit proper attachment to service drop wires.

(5) *Service conductors.* Service wires installed by the city and service entrance wires or cable installed by the customer shall conform in size to meet the requirements of national, state and local electrical wiring codes.

(6) *Underground service entrances.* If the customer requires or desires an underground entrance it must be installed and maintained at customer's own expense, and will connect to city's secondary distribution system as follows:

(a) The connection shall be at an underground service pedestal (or terminals of pad mounted transformers) to be installed by the city or to the overhead secondary conductors on the city's pole;

(b) The customer shall consult with the city regarding where the customer's service will be connected to the city's system and the manner of installing customer facilities, if any, on the city's pole;

(c) If, at the city's option, installing a secondary pedestal is not feasible and it is necessary for the customer to install a secondary riser on the city's distribution pole, the city will reimburse the customer the estimated expense of the new overhead service (or replacement if the equipment is deteriorated or its capacity is inadequate) that is avoided by the customer's underground service; and

(d) For primary entrances, see § 54.05(D).

(7) *Moving or relocating of service wires or meters.* If the city at a customer's request, is required to temporarily remove or relocate its service wires or metering equipment, the customer may be required to pay the city for all the expense incurred by the city for the changes in its equipment.

(G) *Customer wiring.*

(1) Applicants for electric service must equip their premises with and maintain all necessary wiring, including all service wires except city-owned primary service cables where available, from and including the weatherproof service head to the meter cabinet and to the service switch, and the service entrance switch and cut-out-box, or the equivalent thereof, at their own cost and expense.

(2) The customer shall install and maintain the wiring and other electrical equipment on his or her premises in the condition required by statute, this code or the National Electric Code, and shall have city approval, as necessary to ensure proper connection and protection of the city's property, and not interfere with service to other customers.

(3) City inspection and approval shall be made solely for the purpose of ensuring proper protection for the city's property and insuring service continuity to this customer and others, and shall not be construed to impose any duty or liability on the city to the customer or any other person.

(4) When a government authority requires inspection and approval of customer's wiring, the city shall not be required to make connection and render service until the inspection has been made and approval has been given by the duly designated inspector.

(H) *Service to motors.*

(1) The customer is responsible for obtaining from the city information regarding capacity, voltage and other service characteristics available at the proposed location before proceeding with purchasing and installing motors.

(2) Reduced voltage starters or the equivalent may be required if across-the-line starting causes or will cause objectionable voltage fluctuation to other customers.

(3) All motor installations shall comply with the provisions of the National Electric Code as a minimum standard for proper protection and installation.

(I) *Customer's responsibility for city property.* The customer shall be held responsible for all damage to or loss of city property, located upon the customer's premises, unless the damage or loss is occasioned by causes beyond the customer's control, by the city's negligence or by any act or omission on the part of the city or its authorized representatives.

(J) *Customer equipment affecting service to others.*

(1) Because of their disturbances to the service taken by other customer's, hoists, elevators, welding machines, x-ray machines and other equipment that intermittently uses electricity, or with a load that fluctuates rapidly shall be installed and used so they will not adversely affect voltage regulation or impair the city's service to other customers.

(2) When the equipment creates fluctuating voltage, power factor conditions or any other disturbance detrimental to service to other customers or to the city's use of its equipment, the customer will be required to install and maintain at the customer's expense suitable equipment to eliminate the detrimental effect.

(3) (a) In addition to requiring the customer to install corrective equipment as stated above, the city reserves the right to require the customer to take electric service for the intermittent or fluctuating load through separate transformer equipment, service and meter.

(b) Service taken through the additional meter will be billed separately, at the applicable rate, including the proper minimum monthly bill provided that the minimum bill shall be not less than $2 per KVA of transformer capacity required to serve the equipment with service satisfactory to the customer.

(4) The city does not waive its right to require customers to install corrective equipment by requiring any customer to take service for equipment through a separate transformer installation and meter.

(5) (a) Arc welders with a rated maximum operating input current not in excess of 20 amperes may be used by residential customers or general service customers on the respective residential or general service rate, if the use complies with other requirements of this chapter.

(b) Larger arc welders will be given service under the applicable power rate, except that welders with a rated maximum operating input not in excess of 7.7 KVA (160 amperes secondary) may be served on the residential rate.

(1987 Code, § 304.12)

§ 70.10 SNOW REMOVAL.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

OWNER. The titleholder of a vehicle; or a conditional vendee or lessee if the vehicle is subject to a conditional sales agreement or lease.

PARKING. The standing of an unoccupied or occupied vehicle on a street, road or highway for a purpose other than loading or unloading or obeying traffic regulations.

ROADWAY. That part of a street, road or highway improved, designed or ordinarily used for vehicular travel.

VEHICLE. Every device in, upon or by which any person or property may be transported upon a highway, except devices moved solely by human or animal power.

(B) No person shall park a vehicle in such a manner as to obstruct the removal of snow from streets and alleys during snow removal operation.

(C) *Snow removal operations.* When there is snowfall, no one shall park any motor vehicle on the streets, alleys, boulevards, or public grounds (except for municipal parking lots) within corporate limits of the city until snowfall has ceased and the street has been plowed curb to curb, except as provided in division (2) below herein.

(1) Any motor vehicle in violation of the above may be immediately removed and impounded by the Police Department.

(2) Parking shall be permitted on Whitewater Avenue during snow removal operations between 6th Street and 15th Street between the hours of 6:00 a.m. and 6:00 p.m.

(D) (1) *Impoundment.* Vehicles removed and impounded by the Police Department shall be surrendered to the duly identified owner only after the following criteria have been met:

(a) The owner has shown proof of identification and ownership;
(b) The owner has shown proof of insurance and current registration of the vehicle; and
(c) All costs of towing and storage have been paid to the tow operator.

(2) *Owner responsible.*

(a) The fact that a motor vehicle is parked in violation of this section shall be prima facie evidence that the owner of the vehicle, (or for a leased motor vehicle, the lessee of the vehicle) is guilty of a petty misdemeanor, punishable by a fine of not more than $300.

(b) The owner or lessee may not be fined under this provision if:
1. Another person is convicted of the same violation; or
2. The motor vehicle was reported as stolen before the time of the violation.

(c) The removal or impoundment of a vehicle under this section does not preclude citation and prosecution for violation as a petty misdemeanor, or for an administrative fine. (Ord. 466, passed 2-24-2003; Am. Ord. 475, passed 11-10-2003; Am. Ord. 521, passed 12-9-2008) Penalty, see § 10.99

City of St. Charles
Ordinance #576

AN ORDINANCE TO AMEND
SECTION §70.11 OF THE ST. CHARLES
CITY CODE RELATED TO SPECIAL VEHICLE USE

THE CITY OF ST. CHARLES DOES ORDAIN (deleted material is stricken and enclosed in brackets; new material is underlined; subsections which are not being amended are omitted):

Section 1. Title VII: Vehicle Operation and Parking, Chapter §70.02; Definitions of the City Code of St. Charles, Minnesota, be amended as follows: ~~(This Ordinance shall amend section 70.11 of the St. Charles City Code as follows:)~~

(A) *State statutes adopted by reference.* Terms used in this chapter and defined in M.S. §§ 84.81 and 169.01, as they may be amended from time to time, shall have the meanings given to them by that section.

(B) *St. Charles Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) ***RV.*** Includes mobile homes, campers, (~~four-wheelers and other A.T.V.'s~~), boats, snowmobiles, and jet-ski's on trailers.

(2) ***TRAILER.*** Includes utility, semi-trailers, RV trailers, flat beds, and any other wheeled vehicle designed to be attached to and pulled by a motorized vehicle.

(3) **ALL-TERRAIN VEHICLE OR VEHICLE.** "All-terrain vehicle" or "vehicle" means a motorized flotation-tired vehicle of not less than four low pressure tires, but not more than six tires, that is limited in engine displacement of less than 1,000 cubic centimeters and includes a class 1 all-terrain vehicle and class 2 all-terrain vehicle.

Class 1 all-terrain vehicle. "Class 1 all-terrain vehicle" means an all-terrain vehicle that has a total dry weight of less than 1,000 pounds.

Class 2 all-terrain vehicle. "Class 2 all-terrain vehicle" means an all-terrain vehicle that has a total dry weight of 1,000 to 1,800 pounds.

(4) **UTILITY TASK VEHICLE (UTV) OR VEHICLE** "Utility task vehicle" or "vehicle" means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

(5) **MINI-TRUCKS.** A mini-truck is a motor vehicle with four wheels and is propelled by an electric motor or an internal combustion engine with an enclosed cabin and a seat for the vehicle operator. It commonly resembles a pickup truck or van, including having a cargo area or bed located at the rear of the vehicle. It was not originally manufactured to meet federal motor vehicle safety standards, but must have head lamps; an exterior mirror mounted on the driver's side of the vehicle; either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror; a windshield; a seat belt for the driver and front passenger; and a parking brake.

Section 2. Title VII: Vehicle Operations and Parking, Chapter§ 70.11; Special Vehicle Use (~~SPECIAL VEHICLE USE.~~)

(A) *Authorized. Use*

(1) Pursuant to the authority granted by Minnesota Statute(s) 169.045, use of motorized golf carts, (~~or 4-wheel)~~ all-terrain vehicles, mini-truck or utility task vehicles are permitted within the city under the conditions set forth below.

(2) Only persons who have a valid permit issued by the city shall operate an all-terrain, motorized golf carts, mini-truck or utility task vehicles ~~(a special vehicle)~~ within the city on streets and alleys only.

(3) All-terrain, motorized golf carts, mini-truck and utility task vehicles are not authorized within the city on pedestrian paths, on bike trails, on public sidewalks, or in parks unless specifically permitted by the city.

(4) All-terrain vehicles, motorized golf carts Class 1, may cross Whitewater Avenue, State Highway 14 and 74, but may not drive on said roads within the City of St. Charles.

(B) *General Permit Requirements.*

(1) Each person desiring a permit for the operation of a special vehicle must submit an application to the Chief of Police with an application fee.

(2) Each applicant shall show evidence of insurance which meets the requirements of M.S. § 65B.48, subdivision 5, as it may be amended from time to time.

(3) The St. Charles Police Department shall inspect each motorized golf cart, all-terrain or utility task vehicle receiving a permit to ensure that each vehicle has a rear view mirror, a slow-moving vehicle sign attached to the rear of the vehicle and that it is in generally good working condition.

(4) ~~(Vehicles)~~ Motorized golf carts may only be operated during sunrise and sunset. ~~(daylight hours.)~~

(5) ~~(The Chief of Police will establish a designated roadway for each permit holder.)~~ Speed limit for all vehicles is set at 15 MPH in the City limits of the City of St. Charles

(6) Each permit must be renewed bi-annually.

(7) Standard mufflers which are properly attached to the vehicle and which reduce the noise of operation of the motor to the minimum necessary for operation. No person shall use a muffler cutout, by-pass, straight pipe, or similar device on a (ATV)vehicle. The apparatus shall not be audible for a distance more than 500 feet from the place or places where such devices or apparatus will be located.

(8) Brakes adequate to control the movement of and to stop and hold the vehicle under any condition of operation.

(9) At least one clear lamp attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least one hundred (100) feet ahead during the hours of darkness and under normal atmospheric conditions, when the ~~(ATV)~~vehicle is operated between the hours of one-half hour after sunset to one-half hour before sunrise, or at times of reduced visibility. Such headlamp shall be so aimed that glaring rays are not projected into the eyes of an oncoming vehicle operator. The ~~(ATV)~~vehicle shall also be equipped with at least one red tail lamp having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of five hundred (500) feet to the rear during hours of darkness under normal atmospheric conditions.

(10) A permit may be revoked at any time if it is shown that the permit holder cannot safely operate the motorized golf cart or all-terrain, utility task vehicle, or mini-truck on the designated roadway or if the permit holder has had a driver's license revoked or suspended and is currently under revocation or suspension.

(C) *General Permit Requirements for the Handicapped.*

(1) The general permit requirements as specified in division (B) above must be met.

(2) Each application shall be accompanied by a doctor's certificate dated not more than 30 days prior to the application date certifying that the individual is capable of safely operating a motorized golf cart or ~~(4-wheel)~~ all-terrain or utility task vehicle.

(3) This requirement shall be deemed satisfied if the applicant has been issued a motor vehicle permit for a handicapped person.

(D) *Exceptions* ~~*(for Lawn and Snow removal Equipment)*~~

(1) Lawn and Snow Removal Equipment. Provided the vehicle also complies with all other regulations above herein, and has a DNR "Public Use" registration tag; a vehicle otherwise defined as an ATV in Minnesota Statutes, shall be allowed to travel on City Streets and alleys (but not highways, except to cross); provided it is equipped with lawn-mowing or snow removal attachments, and is being used only for either of those purposes between 5:00 a.m. and 10:00 p.m.

(2) For Permitted City Maintenance. Provided the vehicle also complies with all other regulations above herein, and has a DNR "Public Use" registration tag (if applicable); a vehicle otherwise defined as an all-terrain or utility task vehicle, shall be allowed to travel in city parks and on city paths and trails; provided it has been permitted for city maintenance, and is being used only for those purposes.

(3) For Permitted Emergency Vehicle. Provided the vehicle also complies with all other regulations above herein, and has a DNR "Public Use" registration tag (if applicable); a vehicle otherwise defined as an all-terrain or utility task vehicle, shall be allowed to travel in city parks and on city paths and trails; provided it has been permitted for emergency vehicle, and is being used only for those purposes.

(E) *Operation of* ~~*(ATV's)*~~ *Vehicles by Minors.* ATV operators who are minors and who wish to operate ATV's within the City limits are subject to the following conditions in addition to those required for adult operators:

(1) No minor under 16 years of age shall be permitted to operate an ATV in the City of St. Charles.

(2) All minors at least 16 years of age but less than 18 years of age may operate an ATV subject to the restrictions set forth above if the minor possesses a valid driver's license and wears a safety helmet approved by the Commissioner of Public Safety.

(3) Effective January 1, 2006, anyone born after July 1, 1987 and is 16 or older, must complete an independent study course component of vehicle safety training before operating a vehicle on public lands.

(F) *City liability.* Nothing in this section shall be construed as an assumption of liability by the city for any injuries to persons or property which may result from the operation of a motorized golf cart or 4-wheel all-terrain vehicle by a permit holder, or from the city's failure to revoke a permit.

(G) *Enforcement.* The City of St. Charles may authorize any police officer or any other authorized representative of the law to issue a citation to any person, firm, or entity for any alleged violations of this ordinance and any other ordinance or statute which provides the basis for prosecution of violations of this ordinance. Nothing within this ordinance shall be construed to limit the authority of police officers to enforce any provisions of this ordinance or related statutes or ordinances. The police officer, or other official of the City, is authorized to issue a citation to any person, firm, or entity for any alleged violation of this ordinance as often as each day the violation persists.

H Other Requirements for Operation. In addition to the provision of said State Statutes, no person shall drive or operate an all-terrain or utility task vehicle in the City of St. Charles:

(1) Upon the private property of another without the express written consent of such other person.

(2) In a careless, reckless or negligent manner to endanger the person or property of another or cause injury or damage thereon.

(3) With no more passengers than there are seats on the all-terrain or utility task vehicle to carry them. All passengers shall sits on the seats provided, with no infants or young children riding on laps.

(4) Without a rearview mirror as required under Minnesota Statutes Section 169.70.

(5) While towing a sled, toboggan, wagon, trailer, or other object unless such sled, toboggan, wagon, trailer or other object is attached to the all-terrain or utility task vehicle by a solid hitch.

(Ord. 416, passed 9-12-1996)

Section 3. This ordinance shall become effective upon the approval and publication of an approved summary.

Adopted by the Council of the City of St. Charles, Minnesota this __th day of ____ 2015.

_____

John Schaber, Mayor

Attest:_____

Nick Koverman, City Administrator

First Reading:

Date: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Second Reading:

Date: _____

Ayes: _____

Nays: _____

Absent: _____
Abstain: _____

Published:
Date: _____

CITY OF ST. CHARLES

ORDINANCE NO. 577

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING CHAPTER 92 OF ITS CODE OF ORDINANCES TO ESTABLISH NEW LIMITATIONS ON THE NUMBER OF PETS ALLOWED PER HOUSEHOLD AND AMENDNIG DANGEROUS AND POTENTIALLY DANGEROUS DOG REGULATIONS

THE CITY OF ST. CHARLES DOES ORDAIN (deleted material is in strikeout; new material is underlined; subsections which are not being amended are omitted):

Section 1. Title IX: General Regulations, Chapter 92: Animals, is amended as follows:

§ 92.002 LICENSE REQUIRED.

(A) On or before August 31 of every even numbered year, subject to the limitations of § 92.050 *et seq.*, the city shall cause every dog that is at least 180 days old and is owned, kept harbored or permitted to run, to be licensed.

§ 92.031 LICENSING.

(A) (1) No owner of a cat shall own, keep or harbor any cat within the city limits unless the cat is licensed as herein provided, and subject to the limitations of § 92.050 *et seq.*

Multiple Pets

§ 92.050 LIMITATION ON NUMBER OF DOGS AND CATS.

No household shall own, keep or harbor more than three dogs over six months of age or three cats over six months of age without first obtaining a multiple pet permit pursuant to § 92.051.

§ 92.051 MULTIPLE PET PERMIT.

(A) In order to own more than three dogs over six months of age, or three cats over six months of age, a multiple pet permit is required. Such permit shall be issued by the City Administrator upon receipt of a complete application from the owner on a form to be provided by the City and any additional information reasonably required by the City to evaluate the conditions in which the pets will be kept, payment of the permit fee pursuant to paragraph (B) of this Section, and a determination by the Chief of Police that adequate facilities exist and the owner is of sufficient character and means to ensure that such pets will be kept in clean, humane conditions free of contamination and disease and in such a manner as to minimize noise and odors. Such permit shall be valid for one calendar year, and shall be renewed upon payment of the annual fee and a demonstration of continued compliance with the permit requirements.

(B) A multiple pet permit fee in an amount to be established by Council resolution shall be due and payable to the City at the time of permit application and annually thereafter. This fee shall be in addition to the regular license fee established by the City Council pursuant to § 92.002.

(C) All owners granted multiple pet permits shall maintain the premises and areas where the permitted animals are kept in a clean and humane condition, free from all contamination and diseases and so as to minimize odors and noises, and if the permit is for more than three dogs, such premises shall be equipped with a fence that provides an enclosed area from which the animals may not exit without human assistance. Failure to meet such requirements will subject owners to revocation of the multiple pet permit by the City Administrator. The owner may appeal any such permit revocation by the City Administrator by requesting a formal hearing before the City Council. If necessary to protect the public health, safety and welfare, the City Animal Control Officer or law enforcement officer may impound the animals pending the results of the hearing. In this case, the owner shall tender with his or her request for the hearing, funds in an amount sufficient to defray expenses of the keeping of the animal(s) pending such hearing until the matter is eventually resolved.

§ 92.052 EXCEPTIONS TO MULTIPLE PET PERMIT REQUIREMENT.

A multiple pet permit shall not be required for premises on which (1) more than the allowed number of domestic animals are kept in a commercial breeding facility licensed pursuant to Minnesota Statutes, Sections 347.57 through 347.64, or (2) more than the allowed number of domestic animals are kept for the business of breeding dogs or cats or both for sale, and there are no more than a total of two litters of offspring (dogs or cats) per calendar year.

2. Title IX: General Regulations, Chapter 92: Animals, is amended as follows:

§ 92.080 ~~DEFINITIONS.~~

~~For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~***DANGEROUS DOG.*** Any dog that has:~~

~~(1) Without provocation, inflicted substantial bodily harm on a human being on public or private property;~~

~~(2) Killed a domestic animal without provocation while off the owner's property; or~~

~~(3) Been found to be potentially dangerous, and after the owner has noticed that the dog is potentially dangerous, the dog aggressively bites, attacks or endangers the safety of humans or domestic animals.~~

~~***POTENTIALLY DANGEROUS DOG.*** Any dog that:~~

~~(1) When unprovoked, inflicts bites on a human or domestic animal on public or private property;~~

~~(2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or~~

~~(3) Has a known propensity, tendency or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.~~

~~***PROPER ENCLOSURE.***~~

~~(1) Securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog.~~

~~(2) A ***PROPER ENCLOSURE*** does not include a porch, patio or any part of a house, garage or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.~~

~~***OWNER.*** Any person, firm, corporation, organization or department possessing, harboring, keeping, having an interest in or having care, custody or control of a dog.~~

~~(Ord. 424, passed 3-11-1997, § 609.01)~~**DANGEROUS DOGS.**

(A) The provisions of Minn. Stat. §§ 347.50 to 347.565 are adopted by reference and govern dangerous dogs and potentially dangerous dogs in the City of St. Charles, and the Chief of Police, or his/her designee, shall be responsible for enforcing those statutes, as the same may be amended from time to time.

(B) The Chief of Police or his/her designee, upon concluding that a dog is a dangerous dog or potentially dangerous dog, shall proceed as follows:

(1) Notify the owner by personal delivery or registered mail that the dog has been declared to be dangerous or potentially dangerous as defined in Minnesota Statutes and the factual basis for such determination. Notices of a dangerous dog declaration shall advise the owner of the dog of any applicable registration requirements or other restrictions or requirements imposed by statute, and shall additionally advise the owner of the dog of the owner's right to request a hearing before the City Council to contest the declaration by requesting such a hearing in writing submitted to the City Administrator within fourteen (14) days after the owner's receipt of the notice.

(2) If the owner does not request a hearing to contest a dangerous dog declaration, or any prior potentially dangerous dog declaration for the dog, as applicable, within fourteen

(14) days after receipt of said notice, and does not otherwise comply with the registration and other requirements of Minn. Stat. §§ 347.50 to 347.565, as amended, then the Chief of Police or his/her designee shall immediately seize the dangerous dog and dispose of the same as authorized by law.

(3) If the owner does request a hearing to contest a dangerous dog declaration pursuant to subparagraph A herein, or any prior potentially dangerous dog declaration for the dog, as applicable, then the City Clerk shall place the matter before the City Council within fourteen (14) days after the City's receipt of such request, unless a later hearing date is agreed to by the owner. The owner may present evidence in opposition to the designation of his/her dog as dangerous or potentially dangerous. The Chief of Police or his/her designee shall present evidence to the City Council that supports his/her determination that the dog is dangerous. Following the hearing, the City Council shall make a determination of facts and issue an order as to whether such dog is properly characterized as dangerous. If the City Council affirms the dangerous dog declaration, the owner shall comply with the registration and other requirements of Minn. Stat. §§ 347.50 to 347.565, as amended, within fourteen (14) days of such order.

(C) Registration Fee. An annual registration fee for each dangerous dog to be registered in an amount to be established by Council resolution shall be due and payable to the City at the time of registration and annually thereafter. This fee shall be in addition to the regular license fee established by the City Council pursuant to § 92.002.

§ 92.081 ~~REGISTRATION.~~

~~(A) *Requirement.* No person may own a dangerous dog in the city unless the dog is registered as provided in this section.~~

~~(B) *Registration.* The city shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:~~

~~(1) A proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the property; and~~

~~(2) A surety bond issued by a surety company authorized to conduct business in the State of Minnesota in a form acceptable to the city in the sum of at least $50,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in the State of Minnesota in the amount of at least $50,000, insuring the owner for any personal injuries inflicted by the dangerous dog.~~

~~(C) *Warning symbol.* If the city issues a certificate of registration to the owner of a dangerous dog pursuant to division (B) above, the city must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the~~

~~property. The design of the warning symbol must be uniform and specified by the commissioner of public safety, after consultation with animal control professionals.~~

~~(D) *Fee*. The city may charge the owner an annual fee, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.~~

~~(E) *Law enforcement; exemption*. The provisions of this section do not apply to dangerous dogs used by law enforcement officials for police work.~~

~~(F) *Exemption*. Dogs may not be declared dangerous if the threat, injury or damage was sustained by a person:~~

~~(1) Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;~~

~~(2) Who was provoking, tormenting, abusing or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or~~

~~(3) Who was committing or attempting to commit a crime.~~

~~(G) *Tag*. A dangerous dog registered under this section must have a standardized, easily identifiable tag identify the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.~~

~~(Ord. 424, passed 3-11-1997, § 609.02)~~ **REGULATION OF POTENTIALLY DANGEROUS DOGS.**

(A) Any owner of a potentially dangerous dog shall do the following, except when the dog is lawfully engaged in hunting or training for the purpose of hunting, accompanied by such owner:

(1) While the potentially dangerous dog is on the premises of the owner, securely confine it at all times in a proper enclosure, a locked fenced yard, or other locked enclosure that has a top; and

(2) While the potentially dangerous dog is off the premises of the owner, keep it on a chain-link leash or tether that is not more than six feet in length and additionally do at least one of the following:

(a) Keep the dog in a locked pen which has a top, locked fenced yard, or other locked enclosure which has a top;

(b) Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station a person in close enough proximity to that dog so as to prevent it from causing injury to another person; or

(c) Muzzle the dog.

(B) No owner of a potentially dangerous dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this state providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than $50,000 because of damage or bodily injury to or death of a person caused by the potentially dangerous dog.

(C) An animal that has been determined to be potentially dangerous must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the Chief of Police.

(D) An owner of a dog declared to be a potentially dangerous dog may request a review of such declaration by the City's Public Safety Committee by submitting a written request for a hearing to the City Administrator within fourteen days of the notice. If the owner timely requests such a hearing, the Public Safety Committee shall conduct the hearing at its next regular meeting, impartially consider any evidence submitted by the owner in opposition to the potentially dangerous declaration and the Chief of Police or his/her designee in support of the potentially dangerous designation, and issue a decision either affirming or denying the potentially dangerous declaration as soon as reasonably possible. An owner's failure to request such review of the Chief of Police's potentially dangerous dog declaration shall not prejudice the owner's right to have the City Council review such potentially dangerous declaration in a proceeding under § 92.080 (B) to challenge a subsequent dangerous dog declaration for the same dog.

§ 92.082 ~~REQUIREMENTS.~~

~~(A) An owner of a dangerous dog shall keep the dangerous dog, while on the owner's property, in a proper enclosure.~~

~~(B) If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person.~~

~~(C) The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury or interfere with its vision or respiration.~~

~~(Ord. 424, passed 3-11-1997, § 609.03) Penalty, see § 10.99~~ **PROPER ENCLOSURE.**

Whenever an animal is required by law to be kept in a "proper enclosure", such term shall mean securely confined indoors or in a securely locked pen or structure suitable to prevent the animal from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit on its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from

exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall satisfy the requirements of a proper enclosure if it conforms to each the following minimum specifications:

(a) Minimum total floor size: 32 square feet;

(b) Sidewalls: constructed of 11-gauge or heavier wire with openings not to exceed two inches, support posts of 1¼-inch or larger steel pipe which shall be buried in the ground 18 inches or more or anchored to a concrete floor, and with a minimum height of 5 feet;

(c) Cover: constructed of the same gauge wire or heavier as the sidewalls with openings not to exceed two inches and shall cover the entire enclosure; and

(d) Entrance/exit gate: constructed of the same material as the sidewalls with openings not to exceed two inches, and shall contain a locking mechanism capable of securely locking the enclosure when the animal is in the pen or kennel, and which shall be locked at all times when the animal is in the pen or kennel.

§ 92.083 CONFISCATION.

(A) *Seizure.* The city shall immediately seize any dangerous dog if the owner has not satisfied the registration and other requirements of Minn. Stat. §§ 347.50 to 347.565, as amended, or any other requirements of this Chapter.

~~(1) After 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered under § 92.081 above;~~

~~(2) After 14 days after the owner has notice that the dog is dangerous, the owner does not secure the proper liability insurance or surety coverage as required under § 92.081(B) above;~~

~~(3) The dog is not maintained in the proper enclosure; or~~

~~(4) The dog is outside the proper enclosure and not under physical restraint of a responsible person as required under § 92.082 above.~~

(B) *Reclaimed.*

(1) A dangerous dog seized under division (A) above may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of ~~§§ 92.081 and 92.082 above~~ Minn. Stat. §§ 347.50 to 347.565 and this Chapter will be met.

(2) A dog not reclaimed under this division within 7 days may be disposed of and the owner ~~is~~ shall be liable to the city for costs incurred in confining and disposing of the dog.

(C) *Subsequent offenses; seizure.*

(1) If a person has been convicted of a misdemeanor for violating a provision of ~~§ 92.082~~ Minn. Stat. §§ 347.50 to 347.565 or this ~~section~~ Chapter, and the person is charged with a subsequent violation relating to the same dog, the dog must be seized by the city.

(2) If the owner is convicted of the crime for which the dog was seized, the court shall order that the dog be destroyed in a proper and humane manner and that the owner pay the cost of confining and destroying the animal.

(3) If the person is not convicted of the crime for which the dog was seized, the owner may reclaim the dog upon payment to the city of a fee for the care and boarding of the dog.

(4) If the dog is not reclaimed by the owner within 7 days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of and the owner ~~is~~ shall be liable to the city for the costs incurred in confining, impounding and disposing of the dog.

(Ord. 424, passed 3-11-1997, § 609.04) Penalty, see § 10.99

§ 92.084 VIOLATION.

The city may, at its discretion, impose an ~~voluntary~~ administrative penalty under § 10.90 for a violation of this Chapter rather than ~~issuing~~ initiating a criminal ~~violation~~ prosecution.

(Ord. 424, passed 3-11-1997, § 609.05; Am. Ord. 515, passed 5-13-2008) Penalty, see § 10.99

Section 3. This Ordinance shall take effect thirty days after its publication.

Adopted this ____ day of _____, 2015 by the City Council of the City of St. Charles, Minnesota.

_____
John Schaber, Mayor

Attest:

_____
Nick Koverman, City Administrator

First Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Second Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Published:

Date: _____

Request for City Council Action

Date: **January 23, 2015** Requested Council Date: **January 27, 2015**

Originating Department: **POLICE**

Council Action Requested: **Create temporary fulltime 8 month position and advertise to hire 2 or 3 additional part-time officers.**

Background Information:

*Received the resignation of Officer Talman Wiles who has accepted a position with the MN State Patrol.

*I have received notice from Officer Jose Pelaez that he will be subject to 8 months active duty with the United States Air Force (foreign deployment). This activation will begin July 1, 2015 and end March 8, 2016.

Except for **one** part-time officer the current roster has limited availability.

I would like to fill Officer Pelaez's absence with a temporary fulltime position that could be appointed from within the current part-time roster.

I would like 2 or 3 additional part-time officers to aide in filling regular part-time shifts to and to give me more flexibility in scheduling vacations, comp time and sick leave.

The department's current roster has 6 part-time officers and the following is a breakdown of their availability:

2 Officers are considered secondary licensed by this department as they are both employed in good standing with the Sheriff's Office and that department is the "carrier"

WELCOME TO ST. CHARLES GATEWAY TO WHITEWATER

Request for City Council Action

of their peace officer license. They rarely work scheduled shifts and their availability is extremely limited.

1 officer works approximately one shift per month

1 Officer is available one weekend per month with limited shift availability

1 Officer is available as needed, does not want shifts past 2000hrs & and has other things going on that may take precedent over filling a shift.

1 Officer is usually been available when needed either by schedule or call out to fill a shift.

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Rate Schedule Rider DG
Retail Designation – Rider for Distributed Generation

1.0 Availability

The Rider for Distributed Generation is applicable to any customer (Customer) taking service under one of the City of St. Charles (Municipal) standard electric rate schedules and the Customer has completed the agreement for Grid Connected Alternative Energy Systems as required by the Municipal and received approval from the Municipal for the interconnection and operation of the distributed generation Qualifying Facility (QF) of less than 40 kW. This Rider is intended to comply with any applicable federal and state requirements for purchases from QFs that meet the following criteria:

1. The distributed generation system must be an operable, permanently installed generation facility connected in parallel to the Municipal distribution system serving the Customer receiving retail electric service at the same site.
2. The distributed generation system must be powered or fueled by renewable (wind, solar, hydro) resources, biomass, landfill gas, manure digesters, another similarly renewable fuel, or combination of such fuels.
3. The distributed generation system must be less than 40 kW of interconnected capacity at a point of common coupling to the Municipal distribution system.
4. The interconnection and operation of the distributed generation system at each point of common coupling shall be considered as a separate application of the Rider.
5. Distributed Generation can't be connected in parallel with dual fuel services or on a service with other incentive electric rates.

2.0 Charges for Service

Services provided under this Rider may include services from the Municipal to Customer and from Customer to Municipal. The following rates, charges, credits and payments are applicable for such services in addition to all applicable charges for service being taken under Municipal's standard rate schedule:

Services from Municipal to Customer

A monthly service charge, demand (if included in the base tariff) and energy charges equal to the charges contained in the base tariff to which this Rider is attached, will be applied to this Rider to recover costs associated with service to the Customer. Other costs the Customer may be charged include interconnection costs such as engineering/design studies, metering, Municipal system upgrades and testing as further described in Municipal's "Agreement for Grid Connected Alternative Energy Systems Application Policy".

Approved by City Council: 1/26/2015

Authorization _____
Secretary-Treasurer

Services from Customer to Municipal

A Customer participating in this Rider may 1) sell all of the energy produced by the QF distributed generation system, 2) use all the QF distributed generation energy to meet its own electrical requirement, or 3) use a portion of the energy from the QF distributed generation system to meet its own electrical needs and sell the remaining energy.

The Municipal will purchase the net output from the QF distributed generation with a nameplate capacity of less than 40 kW. The Municipal will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made under one of the following options chosen by the QF:

1. Credit to the QF account with the Municipal
2. Paid by check to the QF within 15 days of the billing date

Payment for energy delivered to the Municipal in excess of use will be the average retail energy rate defined as "the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class energy sales".

3.0 Terms and Conditions of Service

The following terms and conditions apply to this Rider:

1. Service hereunder is subject to the Municipals Agreement for Grid Connected Alternative Energy Systems" and the Minnesota Public Utility Commission approved Interconnection Process for Distributed Generation Systems and Distributed Generation Interconnection Requirements.
2. The Municipal will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support necessary application of rates, charges, credits and payments. Customer will be charged an up-front lump sum for the installed cost of such metering equipment and expected future operation and maintenance expenses for this metering equipment.
3. The Customer will be compensated for the energy delivered to the Municipal in excess of the energy delivered to the Customer. Accumulated energy credits not used by the Customer and delivered to the Municipal will be reimbursed by check on an annual basis for Customers selecting the "Credit" option.
4. The Customer shall make provision for on-site metering. All energy received from and delivered to the Municipal shall be separately metered. The Municipal may require metering of the generation output.
5. The Customer shall pay for all interconnection costs incurred by the Municipal made

necessary by the installation of the distributed generation system.

6. Power and energy purchased by the Customer from the Municipal shall be under the applicable retail rates for the purchase of electricity.
7. The Municipal reserves the right to disconnect the Customer's generator from its system if it interferes with the operation of the Municipal's equipment or with the equipment of other Municipal Customers or if Customer fails to provide proof of annual liability insurance in the amount of $300,000.00
8. The Customer has provided the Distributed Generation Application forms with the required information to the Municipal and received written permission from the Municipal to interconnect with the Municipal's distribution.

4.0 Terms of Payment

Payments are due on or before the due date.

Approved by City Council: 1/26/2015

Authorization _____
Secretary-Treasurer

WELCOME TO ST. CHARLES GATEWAY TO WHITEWATER

Request for City Council Action

Date: January 22, 2015 Requested Council Date: January 27, 2015

Originating Department: Administration

Council Action Requested: Consider collaborative video production for Rolling Hills Transit Bus Service in the amount of $600 with the City of Eyota.

Background Information: Eyota has approached the Cities of Dover and St. Charles to inquire about a cooperative video production that showcases the new Rolling Hills Transit bus service coming to our area in 2015. The total cost of the production of the video which would feature parts of our community would be $1,200.00. While a cost share is contemplated for all three communities, indications are that a 50/50 split with Eyota are being realized. The cost for St. Charles to partner and be co-featured in the video would be $600 which could then be used on the city's website or other digital media services. Below are notes and a mock script from Charter Communications. For more inf

From Rick Ward: As much is in the script as possible to keep it more informative than a sales pitch. Many shots that would fit comfortably without it being a rapid fire number of shots running through the screen. Incorporating people into the shots it will slow the tempo down a bit as we need to see what they are doing (getting on/off the bus etc...) There is always room for script changes to reflect the vision of the board a bit better, however the script is a very tight 60 seconds. This means if some verbiage is added we will need to take some away elsewhere so we don't have an auctioneer reading the script. Shots in the script are just suggestions and we can add or delete as we need to based on availability of people, locations and the weather.

Director's thoughts include: • Show a woman coming in for a hair appointment.

- Show a person at City Hall or the Grocery Store buying tokens

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Request for City Council Action

- The last shot visiting the pool rather than by a park

- Move special needs further down in the promotional video rather than the third shot.

- Remove times on the bottom corner that is always on each shot - times can change, remove the cost of a token - costs change.

040115SEMCACEyota

Audio	Video	TimeCode	CG
:60 Seconds Female Voice With Rolling Hills Transit, everyone in Eyota has a ride. The Rolling Hills Transit bus provides affordable curb to curb transportation to all members of the general public for as low as a dollar fifty per ride. The bus is wheelchair accessible and can accommodate special needs. At least 24 hours before you need a ride, call 1-800-528-7622, Monday through Friday between 8 am and 4:30 pm to schedule your pickup and drop off.	Shot of Bus from side (either stationary or rolling down a street) From inside the bus (drivers seat) looking out as person(s) enter through the door. (from outside) Special needs nearing the bus entrance. (from inside the bus) Multiple rides and we see out the windows of the bus, businesses as we drive down the main street. Bus pulling up to or away from Middle school small children boarding the bus (from outside)		***Bottom Corner Throughout*** Rolling Hills Transit 1-800-528-7622 M-F 8 am - 4:30 pm Call at least 24 hours in advance Curb to curb pick up and drop off anywhere in the Eyota Area with

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Request for City Council Action

Call to schedule a ride for your children to daycare, preschool or after school activities. Rolling hills transit will pick you up at home and take you to where you need to be. Grocery or retail shopping... Medical appointments... work.....A job interview... Senior dining. You can make ride appointments up to _____ in advance and as little as 24 hours notice by calling 1-800-528-7622, Monday through Friday between 8 am and 4:30 pm. Affordable Public Transportation for everyone in the Yet area. Rolling Hills Transit, taking you where you want to go.	Person on the bus already with two paper bags with groceries Mayo/Olmsted clinic Senior Center Bus in front of a café pulls away as person(s) are entering thecafé. Bus picking up at the farmers market Bus traveling by park or other destination.		reservation *(Larger on screen)* Rolling Hills Transit 1-800-528-7622 M-F 8 am - 4:30 pm

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BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
4210 Highway 14 East
Rochester, MN 55904

Phone: 507.281.2515
Fax: 507.281.5303
Web: braunintertec.com

January 12, 2015

Proposal QTB014876

Mr. Nick Koverman
City Administrator
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

Re: Proposed Services and Cost Estimate
Pre-Demolition Hazardous Building Materials Inspection
613 and 637 Church Avenue
St. Charles, Minnesota

Dear Mr. Koverman:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal to provide services and cost estimates for a pre-demolition hazardous building materials inspection of the municipal Fire Station and associated residence located at 613 and 637 Church Avenue in St. Charles, Minnesota (Site). It is our understanding that the Site buildings are proposed for demolition, and the residence may be burned as a fire training exercise after asbestos has been abated from the structure.

Scope of Services

The goal of the inspection will be to identify asbestos-containing materials and potentially hazardous building materials that require separate handling and/or disposal prior to demolition of the above referenced buildings. The inspection will be conducted by our experienced and accredited asbestos building inspectors. Our representatives will perform the following services:

- Visually examine accessible areas and identify the locations of suspect asbestos-containing materials (ACM), lead, poly-chlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous materials.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material, and fireproofing.
- Conduct limited lead-based paint testing of painted surfaces suspected of containing lead (if applicable) using a Niton X-ray fluorescence (XRF) spectrum analyzer.
- Document the various materials' current conditions.
- Generate a final report documenting the sample locations, analysis results, conditions, and recommendations.

The Braun Intertec personnel conducting the inspection are fully accredited building inspectors, in accordance with state and federal regulations. The subcontract microscopy laboratory is fully accredited for polarized light microscopy (PLM) asbestos bulk sample analysis by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP). Quality control information is available upon request.

Costs

We will furnish the services described herein on an hourly and unit cost basis. Based on our current understanding of the Site conditions and the assumptions stated in this proposal, we project the total cost to perform the Scope of Services will be about **$3,995**. Unit prices for time and expenses are set costs. Other figures such as number of hours to perform the inspection, number of samples, report time, etc., are estimated figures. Consequently, our estimated costs may be higher or lower depending on the actual site conditions encountered. This cost estimate assumes the assessment will require one day of effort from a two-person assessor team, and will result in the collection of up to 70 samples for PLM analysis. The total projected cost will not be exceeded without additional authorization.

Invoices will be submitted monthly and are due on receipt, with interest added to unpaid balances after 30 days. The terms and conditions under which these services will be provided are detailed in the attached General Conditions, which are part of this proposal.

Schedule

Based on our current schedule, approximately three to four weeks from receiving your signed authorization will be required to complete the hazardous building material inspection. If the project is not authorized within 30 days, we may need to modify the proposed schedule. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the proposal may be required for completion of the remaining tasks.

Limitations

The sampling of materials for asbestos content will be accomplished by destructive means. Damage to the building and associated components are inevitable. Our representatives will not be responsible for repairing materials damaged during sampling.

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. This inspection will attempt to identify hazardous building materials in these inaccessible areas. However, it is not feasible to inspect 100 percent of these areas. Therefore, Braun Intertec cannot be held responsible for the presence of any such hidden materials. The demolition contractor and other contractors involved in the project should be made aware of the potential for hazardous building materials to be located in inaccessible areas. If previously unidentified suspect hazardous building materials are exposed during their activities, they should be sampled and analyzed for content prior to any disturbance.

Please be aware that burning a building as a fire training exercise will require a more extensive abatement of asbestos than a standard demolition. According to the Minnesota Board of Firefighter Training and Education (MBFTE) and National Emission Standard for Hazardous Air Pollutants (NESHAP), all asbestos-containing materials must be removed from a building prior to demolition by intentional burning. This includes all asbestos-containing materials regardless of condition, including category I non-friable asbestos containing material (ACM), such as floor tile, mastics and roofing.

Acceptance of Proposal

Braun Intertec appreciates the opportunity to present this Proposal to you. If it is acceptable, the original can be retained for your records and a ***copy can be signed and returned to us by e-mail, fax or U.S. Mail. Please return the signed copy in its entirety***.

We look forward to working with you. If you have questions or if we can be of further assistance, please call Jill Mickelson at 507.281.2515 or Gregg Kruse at 952.995.2438.

Sincerely,

BRAUN INTERTEC CORPORATION

Mickelson, Jill
as
Jan 15 2015 6:36 PM

Jill C. Mickelson, PE
Senior Engineer

Hibbs, Jonathan
for
Jan 13 2015 9:25 AM

Gregg D. Kruse
Principal

Attachment:
General Conditions (9/1/13)

Authorization to Proceed:

Please proceed according to the described scope of services and General Conditions:

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

General Conditions

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.6 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

Coulee Region Environmental, LLC
123 North 4th Street - Suite 202 • La Crosse, Wisconsin • Phone (608) 784-5688 • FAX (608) 784-7350

December 30, 2014

"Exhibit 1"

Nick Koverman, City Administrator
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

Proposal: Pre-Demolition Asbestos Inspection, Bulk Sampling/Analysis
Residential Home & 1960 Fire Station
CRE Project No.: AS144650

Dear Mr. Koverman:

In response to our recent conversation, Coulee Region Environmental, LLC. (hereafter, CRE.) hereby proposes to provide professional environmental consultation services for the pre-demolition inspection for asbestos containing materials (hereafter, "ACMs"), lead based paint on masonry materials, prior to demolition that may be present within/on a 1920's residential home building located at 637 Church Avenue, and the 1960 Fire Station located at 613 Church Avenue, St. Charles, Minnesota.

The MPCA, MDH and U.S. EPA require that all friable and Category II non-friable ACMs (such as cementitious transite board) be removed from buildings prior to demolition in accordance with the Clean Air Act, 40 CFR Part 61 (EPA/NESHAPs) & MDH 4640. "Friable" means the material can be crushed by applying hand pressure or is made into a condition that it could release dust (fibers) when dry. The EPA RCRA/MPCA Standard will require that all hazardous waste materials are properly identified, removed, recycled or disposed from these sites..

Proposed Scope of Work
CRE hereby proposes to complete a Pre-Renovation Asbestos Building Inspection & Bulk Sampling Analysis and limited lead paint, hazmat inspection at the aforementioned locations.

The following "Services" will be performed in conjunction with this project:

1. Review and copy existing floor plans for this facility, if available, to be used for the on-site inspection, and identify any additions or remodeling which will account for separate homogeneous sampling areas.

drawings provided to CRE. If no plans are available, CRE inspector will make field sketch floorplans. Select, reasonable destructive testing of existing building materials (e.g. plaster walls or ceilings) may be necessary to access ACMs or suspect ACMs for testing. CRE will inspect above suspended ceilings, inside of pipe chase access panels, between walls, above plaster ceilings etc., as necessary. Approval to perform destructive testing on this site must be provided by the Owner.

c. Bulk sample logs, laboratory asbestos analysis reports and laboratory accreditation statements.

d. A listing and quantities of materials and the building material substrates that were found to contain ACM, or presumed asbestos containing material (hereafter, PACM), and those containing no asbestos. We are working for you, the owner. Our goal is to disprove as many materials for asbestos content as possible with proper documentation to minimize the asbestos abatement costs of demolition activities.

Project Fees/Timeframe

This proposal is presented on a time and materials not to exceed basis. A breakdown estimate of hours necessary to complete the project is estimated below. CRE. personnel hourly rates, unit prices for bulk sample laboratory analysis, mobilization, etc. are provided. Once bulk samples are analyzed and results are received, a report is generated. The inspection/analysis/reporting/ process is expected to take approximately 7-12 days from the start to finish.

CRE. time and material estimates for both buildings in project are as follows:

Task	Hour/Sample Estimate	Estimated Amount
Building Inspection & Bulk Sample Collection	10 Hours @ $98/hr.:	$ 980
Travel Time, Lax to St.C.	2 hrs RT @ $98/hr:	$ 196
Asbestos PLM Analysis	up to 89 Sample layers @ $23 ea.:	$ 2047
Lead Chip AAS Analysis	up to 8 Painted Materials @ $25 ea	$ 200
Inspection Report	7.5 Hours	$ 735
	Estimated Total:	$ 4158

Asbestos bulk sample analysis by Polarized Light Microscopy (PLM) by an NVLAP accredited laboratory. Lead paint chip sample analysis by atomic absorption spectrometry (AAS) by an ELPAT accredited laboratory.

CRE will provide the aforementioned "Services" for the inspection, bulk sampling, analysis and reporting of the aforementioned buildings on a time and materials, not to exceed:

Four Thousand One Hundred Fifty Eight Dollars ($4158)

Coulee Region Environmental, LLC

123 North 4th Street - Suite 202 • La Crosse, Wisconsin • Phone (608) 784-5688 • FAX (608) 784-7350

Contract for Professional Services - Asbestos Building Inspection/Hazard Assessment, Management Planning, & Bulk Sample Analysis

This Agreement is made this 3rd day of December, 20 14, by and between

Name: City of St. Charles Project #: AS144650

Address: 830 Whitewater Avenue, St. Charles, MN, 55972
Street / P. O. Box City State Zip

(hereinafter referred to as "Owner"), and Coulee Region Environmental LLC. (hereinafter referred to as "Consultant").

Owner employs Consultant to provide asbestos building inspection/hazard assessment, management planning and bulk material sampling on a time and materials not to exceed basis in connection with asbestos containing building materials (ACBM's) &/or other hazardous materials from building(s) and area(s) as outlined (Scope of Work) in Coulee Region Environmental, LLC proposal for services. After an authorization to proceed, consultant shall perform all services in accordance with the attached proposal from consultant to client dated: December 30, 20 14, entitled: Pre-Demolition Asbestos Inspection , Bulk Sampling/Analysis, Residential Home & 1960 Fire Station, CRE Project No.: AS144650, which identifies specific "services" and a list of sites to be covered by this Agreement. The attached proposal shall be referred to as "Exhibit 1" and is incorporated into this Agreement by reference as if fully set forth in this place.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 The laboratory used for analyzing any necessary bulk material samples by Polarized Light Microscopy (PLM) methodology in conjunction with this project shall be satisfactory participants in the National Voluntary Laboratory Accreditation Program (NVLAP). PCM samples, if any, will be analyzed in accordance with NIOSH 7400 A methodology requirements using phase contrast microscopy (PCM).

1.2 After authorization to proceed, Consultant shall perform all services as outlined in the scope of work.

SECTION 2 - ADDITIONAL SERVICES

2.1 If authorized in writing by Owner, additional services related to the assignment will be performed by Consultant for an additional professional fee.

SECTION 3 - OWNER'S RESPONSIBILITIES

Owner shall do the following in a timely manner so as not to delay the services of Consultant in any way:

3.1 Provide all criteria and full information as to Owner's requirements for the assignment and designate in writing a person with authority to act on Owner's behalf on all matters concerning the assignment (Asbestos Coordinator).

3.2 Furnish to Consultant all existing studies, report, and other available data pertinent to the assignment, obtain or authorize Consultant to obtain or provide additional reports or data as required, and furnish to Consultant services

SECTION 6 - GENERAL CONSIDERATIONS

6.1 All documents prepared or furnished by Consultant (and Consultant's independent professional associates and consultants) pursuant to this Agreement are instruments of service and Consultant shall retain an ownership and property interest therein. Owner may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by Owner or others. Any amendment to the documents provided by consultant, will be at Owner's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants.

6.2 Except as provided in paragraph 5.4 above, the obligation to provide further services under this Agreement may be terminated by either party upon (20) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

6.3 Owner and Consultant each is hereby bound and the successors, executors, administrators and legal representatives of Owner and Consultant (and to the extent permitted by paragraph 6.4 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.4 Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

6.6 Consultant has a duty to follow current Federal, State, and local regulation pertaining to asbestos in force at the signing of this document when performing the work described in this Agreement. Except for the warranties which are specifically set forth in this contract for professional services, consultant makes no other guarantee or warranties or representations of any nature.

6.7 If Owner is subject to EPA (Environmental Protection Agency), MNOSH (Minnesota Occupational Safety and Health), MDH (Minnesota Department of Health), and MPCA (Minnesota Pollution Control Agency) regulations. Consultant has a duty to follow the guidelines established by these agencies that may be related to this project which are in force as of the date of this Agreement.

6.8 Consultant assumes no responsibility for the accuracy of laboratory results of asbestos analysis from either bulk sampling or air monitoring, which is performed by an independent certified laboratory, in conjunction with this project.

City of St. Charles
Resolution #01-2015

Resolution supporting the Ramsey County Regional Railroad Authority's request for $1.0 million from the State General Fund to complete environmental analysis and engineering for the Union Pacific Railroad and Burlington Northern Santa Fe Railway grade separation project.

WHEREAS, the City of St. Charles is a political subdivision and local government unit of Minnesota; and

WHEREAS, the Minnesota High Speed Rail Commission is established by Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of St. Paul, City of St. Paul Park, City of Cottage Grove, City of Hastings, City of Red Wing, City of Lake City, City of Wabasha, City of Goodview, City of Winona, City of St. Charles, City of Utica; and

WHEREAS, the Minnesota High Speed Rail Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-modal Transit Hub in St. Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River; and

WHEREAS, the Ramsey County Regional Railroad Authority, BNSF Railway, Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Twin Cities and Western Railroad (TC&W), Amtrak, the Red Rock Corridor Commission, Minnesota Department of Transportation, and other stakeholders partnered in the development of the East Metro Rail Capacity Study (Study), and

WHERAS, the Study involved a nationally significant railroad crossroad from St. Paul to Hastings, Minnesota that handles five percent of the nation's freight volume, exports to Canada and Asia, interchanges between BNSF, CP, UP, and TC&W, and the BNSF and CP transcontinental mainlines; and

WHEREAS, the Study has identified capacity improvements necessary to maintain freight and passenger rail fluidity resulting from a forecasted 36% increase in freight volume and passenger rail traffic; and

WHEREAS, if the capacity is not increased, delays will increase for freight and passenger rail impacting the regional and national economy; and

WHEREAS, the River Route is the route for Amtrak passenger rail service and the chosen route for future high speed rail service to Milwaukee and Chicago; and

WHEREAS, constructing a grade separation of the UP and BNSF tracks between the Division Street Wye and Westminster Junction in Saint Paul will create needed capacity for

future increases in freight rail traffic and will benefit passenger rail traffic in the east metro area; and

WHEREAS, the RCRRA is requesting $1.0 million from the State General Fund to conduct environmental assessment and engineering for the UP/BNSF Grade Separation Project; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Charles hereby supports the efforts by Minnesota High Speed Rail Commission and the Ramsey County Regional Railroad Authority to seek State General Funds for the completion of an environmental assessment and engineering for the UP/BNSF Grade Separation Project.

Adopted by the Council of the City of St. Charles, Minnesota this 27th day of January 2015.

_____

John Schaber, Mayor

Attest:_____

Nick Koverman, City Administrator