The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, February 24, 2015 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. Notices and Communications –	
5. Review of Financials	
6. Electric Service Agreement—A. Archer	APPROVE
7. Resolution #05-2015 2015 Street Maintenance Project-Seal Coat	APPROVE
8. Snow Parking Ordinance	DISCUSS
9. Predatory Offender Policy	DISCUSS
10. Winona County Fairboard Request	APPROVE
11. 2015 SEMCAC CIP Agreement	APPROVE
12. Franklin Energy Professional Services Agreement	APPROVE
13. Board of Appeals-April 8, 2015	APPROVE
14. Resolution #06-2015 Library Fundraiser Temporary Liquor License	APPROVE
15. Council Goals	DISCUSS

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

***Attachment. Questions? Contact Nick Koverman at St. Charles City Hall at 932-3020 or by email at nkoverman@stcharlesmn.org.**

WELCOME TO
ST. CHARLES
GATEWAY TO WHITEWATER

MEMORANDUM for the CITY COUNCIL of St. Charles for Tuesday, February 24, 2015

6. Electric Service Agreement—A. Archer. Mr. Archer is reviewing the agreement and approval will be given once confirmation is received Tuesday evening.

7. Resolution #05-2015 2015 Street Maintenance Project Seal Coat. The attached resolution is for consideration for the 2015 Chip Sealing project.

8. Snow Parking Ordinance.

9. Predatory Offender Policy. Enclosed is the St. Charles Predatory Offender Policy that has been adopted previously. Questions surrounding the process and policy have been raised. Chief Ken Frank will help to outline the policy and procedure that the City of St. Charles has adopted.

10. Winona County Fairboard Request. Enclosed is a request from the WC Fairboard for consideration of use of the Community Center for Saturday, October 24, 2015 at no charge to help celebrate 105 years in St. Charles.

11. 2015 Semcac CIP Agreement. Enclosed is an annually updated Conservation Improvement Program agreement with Semcac to provide electric audits/services for qualifying low income residents. Approval is recommended.

12. Franklin Energy Professional Services Agreement. Enclosed is a proposed Conservation Improvement Program (CIP) professional services agreement for consideration. Franklin Energy is a full service company that has the knowledge and expertise through their work around not only Minnesota, but around the nation to provide quality services while being acutely aware of the industry's changing needs and direction. It is

recommended that Council authorize the continued contract with Franklin Energy.

13. Board of Appeals-April 8, 2015. The aforementioned date was scheduled by the County Assessor and attendance of a minimum of two trained Councilmen is required.

14. Resolution #06-2015 Library Fundraiser Temporary Liquor License. Attached is the resolution for the temporary liquor license for the April 11, 2015 Library fundraiser.

15. Council Goals. Attached you will find a copy of the 2013, 2014 Goals as well as the Strategic Goals (1-3 years) for consideration for a future discussion. In addition, attached is the Mission, Vision, and Value Statements that were adopted as part of the planning session. Council can consider all goals and choose to keep, modify, or delete items.

Project FINE

(Focus on Integrating Newcomers through Education)

County Office Building, 202 West Third Street, Winona, MN 55987
Voice 507-452-4100 Fax 507-452-4644 info@projectfine.org, www. projectfine.org

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

February 12, 2015

Greetings from Project FINE!

We regret that you were unable to join us at our Annual Report to the Community event on February 10, 2015. It was a wonderful evening, as we recognized the many community partners and friends who helped Project FINE make a positive impact in our region during 2014.

I wanted to take a moment to thank you for your collaboration during the past year and for partnering with us to build a respectful and sensitive community. Enclosed is a copy of our 2014 Annual Report. I hope you will take time to read through it, as I know you will be inspired by the difference that Project FINE is making in the lives of our newest community members.

Thank you again for your support of Project FINE, we look forward to working with you in the years to come.

Sincerely,

Fatima Said

Fatima Said
Executive Director

A United Way Participating Agency

2015 MNDOT Spring/Summer Road Projects

FROM: Mike Dougherty
Public Affairs Coordinator, MnDOT District 6
michael.dougherty@state.mn.us

I have information on detours planned for the spring/summer/fall of 2015 that may be of interest to you or the people whom you serve. In some cases, I couldn't find email addresses for members of your county boards, city councils or mayors, so please pass along to them as well or to others who would find the information useful.

The Minnesota Department of Transportation has three projects in your region this spring/summer that might affect travel for people in your communities. We've put together a map that shows the detour routes for the **Highway 14** roundabout project near Eyota; the **Highway 42** mill and overlay from Eyota to Plainview and the **Interstate 90** westbound concrete pavement rehabilitation from St. Charles to Eyota, as well as the timelines. MnDOT has worked hard to coordinate these three projects so they can be completed in a timely manner and cause as little disruption as possible. It's been a challenge, but the end results will be better roads and safety.

- The Hwy 14 roundabout project was let on Dec. 19, 2014, and has been awarded to Rochester Sand and Gravel out of Rochester. The contract start date for this project is May 4 with a completion date of July 3 (weather permitting). Community affected Eyota.

- The Hwy 42 overlay project is planned to start mid to late-July and be completed in October. Communities affected: Eyota, Elgin, Plainview.

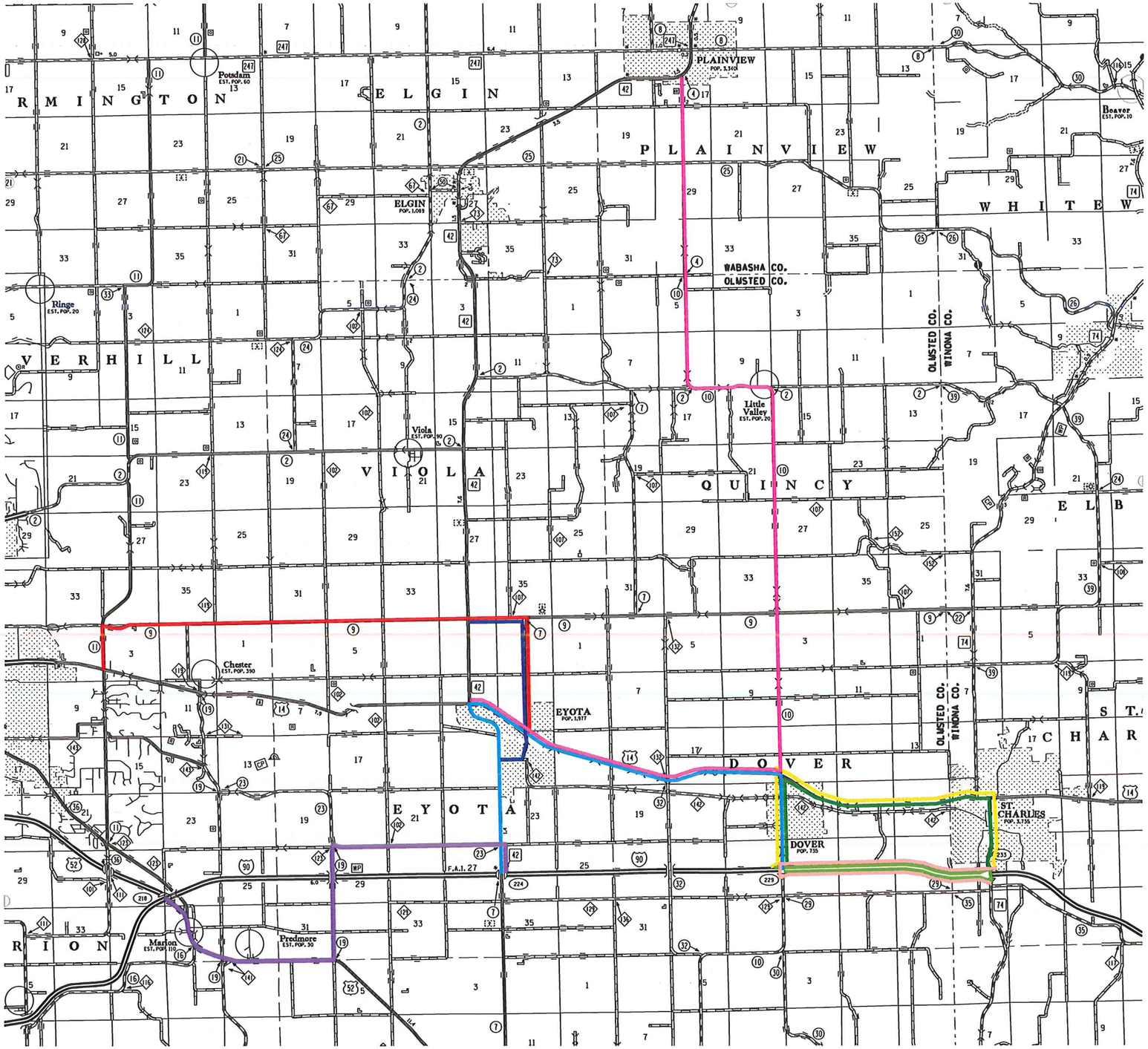
- The I-90 project in this area is scheduled to begin June 1, 2014, with a completion date of Oct. 31. Communities affected: St. Charles, Dover, Eyota.

We've attached a map that shows the different detours and timeframes for the work that MnDOT has planned.

If you have any questions after reviewing the map, please feel free to contact me and I can connect you with someone such as the project engineer or in our traffic department who can address the questions.

Thanks again for working with us and offering ideas on our roadways.

Repaving of ramps..estimated 3-4 weeks just for the westbound ramp. Eastbound would remain open. Westbound would be closed after Gladiolus Days in late August, but during that time the access at the Dover exit would be open.



2015 - MN/DOT PROJECTS WITH DETOURS

(EASTERN OLMSTED COUNTY AREA)

TH 14 / TH 42 ROUNDABOUT - EARLY MAY TO JULY 3

- TH 14 DETOUR
- TH 42 DETOUR

TH 42 MILL AND OVERLAY WITH CULVERT DETOUR.
TH 14 TO PLAINVIEW. - MID JULY TO LATE AUG.

- TH 42 DETOUR

I 90 (WB) UNBONDED CONCRETE OVERLAY
2 MILES WEST OF TH 42 TO 2 MILES EAST OF TH 74.

2L2W TRAFFIC ON E.B. LANES - MID JUNE TO AUG. 24

W.B. RAMP DETOURS:

- CSAH 10 ENTRANCE - MID-JUNE TO AUGUST 24
- CSAH 10 EXIT - MID-JUNE TO AUGUST 24
- TH 42 ENTRANCE - AUGUST 24 TO MID-OCTOBER
- TH 42 EXIT - AUGUST 24 TO MID-OCTOBER
- TH 74 ENTRANCE - AUGUST 24 TO MID-OCTOBER
- TH 74 EXIT - AUGUST 24 TO MID-OCTOBER

REVISION 1 1-14-15

SUBJECT TO CHANGE

City of St. Charles
Resolution #05-2015

A RESOLUTION ACCEPTING QUOTES AND AWARDING A CONTRACT FOR THE MUNICIPAL CAPITAL EXPENDITURE: 2015 STREET MAINTENANCE SEAL COAT IMPROVEMENT

WHEREAS, pursuant to request for quotes for the Municipal Capital Expenditure for the 2015 Street Maintenance Seal Coat Project, bids were received, opened, and tabulated, and the following were received complying with the request:

Bidder	**Base Bid**
Fahrner Asphalt Sealers	$34,767.75
Pearson Bros., Inc.	$37,465.00

WHEREAS, upon tabulation of the quotes with respect to the specifications, it appears that Fahrner Asphalt Sealers is the lowest responsible bidder that meets the required specifications.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA THAT:

1. The Mayor and the City Administrator are authorized and directed to enter into a contract with Fahrner Asphalt Sealers for the Seal Coat project in the amount of $34,767.75

Adopted by the Council of the City of St. Charles, Minnesota this 24th day of February, 2015.

_____
John Schaber, Mayor

Attest:_____
Nick Koverman, City Administrator

WHKS & Co. Quote Date:February 5, 2015 @ 2:00 p.m.

WHKS # 5985.15	Fahrner Asphalt Sealers	Pearson Bros., Inc.
2015 Street Maintenance Project - Seal Coating	6615 US Hwy 12 W	11079 Lamont Avenue NE
St. Charles, MN	Eau Claire, WI 54703	Hanover, MN 55341

ITEM	QUANTITY		UNIT	TOTAL	UNIT	TOTAL
Bituminous Material for Seal Coat, CRS-2p	5,000	Gal.	$4.02	$20,100.00	$4.50	$22,500.00
Seal Coat Aggregate (FA-2, Class A) Gray 1/4" Trap Rock	205	Ton	$71.55	$14,667.75	$73.00	$14,965.00
Total				**$34,767.75**		**$37,465.00**

§ 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

Title: PREDATORY OFFENDER REGISTRATION AND COMMUNITY NOTIFICATION

MN STAT 243.166, 243.167, 244.10, 244.052, 244.053, and MN STAT Chapter 13

Effective Date: October 22, 2013

I. POLICY

It is the policy of the St. Charles Police Department to protect the public by disclosing information on predatory offenders residing in this agency's community. This agency will decide what information to disclose and who to disclose it to based on the level of danger posed by the offender, the offender's pattern of offending behavior and the needs of community members to enhance their individual and collective safety.

II. DEFINITIONS

A. ***Predatory Offender Registration and Community Notification*** refers to the Minnesota law that requires certain predatory offenders to register with the Minnesota Department of Public Safety Predatory Offender Unit. The law also provides for community notification about certain adult predatory offenders who have been incarcerated by the Minnesota Department of Corrections (DOC) or confined by the Minnesota Department of Human Services (DHS).

B. ***Offender Risk Levels*** means the level of notification is governed by the level of risk assigned by the DOC.

Three possible risk levels can be assigned to an offender. They are:

- Level 1 – low risk of re-offending
- Level 2 – moderate risk of re-offending
- Level 3 – high risk of re-offending

Note: Some offenders who are required to register as predatory offenders are not assigned a risk level because their sentence was completed prior to predatory offender legislation or because they have not spent time in state or federal prison. These offenders are not subject to community notification.

III. REGISTRATION PROCEDURES

For questions concerning predatory offender registration refer to the Bureau of Criminal Apprehension (BCA)'s Predatory Offender Registration website at www.dps.state.mn.us/bca for detailed information, or contact the Predatory Offender Unit (BCA-POR) by calling (651) 793-7070 or 1-888-234-1248.

When an offender arrives to register with this agency, determine what state the offense was committed in and if the individual is required to register by reviewing the list of registrable offenses on the POR website.

If the offender is required to register, contact the BCA POR to verify the offender is already registered and a DNA sample has been submitted.

- If the offender is already registered, complete a *Change of Information Form* included on the BCA's website at www.dps.state.mn.us/bca.
- If the offender is not registered, complete a *Predatory Offender Registration Form* included on the BCA's website at www.dps.state.mn.us/bca.

- If the offender is from another state, contact the state (information for each state is listed on the BCA's website at www.dps.state.mn.us/bca) and request a copy of the offender's original registration form, criminal complaint and sentencing documents.

It is recommended the agency verify the address of offenders living in their community.

- If the offender is not living at the registered address, contact the BCA-POR to determine if a *Change of Information Form* was submitted. If it was not, the offender may be charged with failure to notify authorities of a change in residence. To make this charge, contact the BCA-POR to request a prosecution packet. Submit the packet to the county attorney's office to file a formal charge.

  Note: It must be verified that the offender is no longer residing at his/her last address prior to submitting the prosecution packet for charging. Depending on the county attorney, formal statements may be needed from friends, co-workers, neighbors, caretakers, etc.

IV. COMMUNITY NOTIFICATION PROCEDURES

For questions regarding community notification or the risk level assigned to an offender contact the Risk Assessment/Community Notification Unit of the Department of Corrections (DOC RA/CN Unit) at 651-361-7340 or at notification.doc@state.mn.us. The DOC will answer questions about the notification process and agency responsibilities. The DOC is also available to assist agencies in conducting public notification meetings when an offender subject to notification moves into a law enforcement jurisdiction.

Attached to this policy are examples of forms that are provided to law enforcement agencies by the DOC to assist them in performing community notifications:

1. CONFIDENTIAL - Fact Sheet - Law Enforcement Agency Use Only
2. Law Enforcement Agency Fact Sheet - Notification of Release in Minnesota-Risk Level Two
3. Law Enforcement Agency Fact Sheet - Notification of Release in Minnesota-Risk Level Three
4. Law Enforcement Fact Sheet - Health Care Facility Notification - Information on a Registered Offender Not for Distribution to Facility Residents
5. Law Enforcement Fact Sheet - Health Care Facility Notification - Information on a Registered Offender for Distribution to Facility Residents
6. VICTIM DATA - CONFIDENTIAL - For Law Enforcement Agency Use Only

A. Notification Process

Law enforcement agencies receive information from the BCA and DOC pertaining to the risk levels of offenders. The duty of law enforcement to provide notification depends on the risk level assigned as described below. Public notification must not be made if an offender is placed or resides in one of the DOC licensed residential facilities (halfway houses) operated by RS-Eden, Alpha House, 180 Degrees, Damascus Way, or Bethel Work Release. Do NOT disclose any information until the law enforcement agency is notified the offender will move to a residential location.

Level 1 – Information maintained by law enforcement and may be subject to limited disclosure. *See attachment 1: Confidential Fact Sheet – For Law Enforcement Agency Use Only.*

- Mandatory disclosure

    - Victims who have requested disclosure
- Discretionary disclosure
    - Other witnesses or victims
    - Other law enforcement agencies.

Level 2 – Information subject to limited disclosure for the purpose of securing institutions and protecting individuals in their care while they are on or near the premises of the institution. *See attachment 2: Law Enforcement Agency Fact Sheet – Notification of Release in Minnesota – Risk Level 2.*

- In addition to Level 1 disclosures, the law enforcement agency may disclose information to:
    - Staff members of public and private educational institutions, day care establishments and establishments that primarily serve individuals likely to be victimized by the offender.
    - Individuals likely to be victimized by the offender.
- Discretionary notification must be based on the offender's pattern of offending or victim preference as documented by DOC or DHS.

Level 3 – Information subject to disclosure, not only to safeguard facilities and protect the individuals they serve, but also to protect the community as a whole. *See attachment 3: Law Enforcement Agency Fact Sheet – Notification of Release in Minnesota.*

- In addition to Level 2 disclosures, law enforcement shall disclose information to other members of the community whom the offender is likely to encounter, unless public safety would be compromised by the disclosure or a more limited disclosure is necessary to protect the identity of the victim.
- A good faith effort must be made to complete the disclosure within 14 days of receiving documents from DOC.
- The process of notification is determined by the agency. The current standard for a Level 3 offender is to invite the community to a public meeting and disclose the necessary information. Assistance is available from DOC RA/CN Unit.

B. Health Care Facility Notification

Upon notice that a registered predatory offender without a supervising agent has been admitted to a health care facility in its jurisdiction, law enforcement shall provide a fact sheet to the facility administrator with the following information: name and physical description of the offender; the offender's conviction history, including the dates of conviction; the risk level assigned to the offender, if any; and the profile of likely victims. *See attachment 4: Law Enforcement Agency Fact Sheet - Health Care Facility Notification Information on a Registered Offender Not For Distribution to Facility Residents & attachment 5: Law Enforcement Agency Fact Sheet - Health Care Facility Notification Information on a Registered Offender For Distribution to Facility Residents.*

C. Specialized Notifications

1. Offenders from Other States and Offenders Released from Federal Facilities Subject to Notification

- If a local law enforcement agency learns that a person under its jurisdiction is subject to registration and desires consultation on whether or not the person is eligible for notification, the agency must contact the DOC. The DOC will review the governing law of the other state and, if comparable to Minnesota requirements, inform law enforcement that it may proceed with community notification in accordance with the level assigned by the other state.

- If DOC determines that the governing law in the other state is not comparable, community notification by law enforcement may be made consistent with that authorized for risk level 2.
- In the alternative, if a local law enforcement agency believes that a risk level assessment is needed, the agency may request an end-of-confinement review. The local law enforcement agency shall provide to the DOC necessary documents required to assess a person for a risk level.

2. Victim Notification

Law enforcement agencies in the area where a predatory offender resides, expects to reside, is employed, or is regularly found shall provide victims who have requested notification with information that is relevant and necessary to protect the victim and counteract the offender's dangerousness.

DOC will provide victim contact information to the law enforcement agency when there is a victim who has requested notification. *See attachment 6: VICTIM DATA – CONFIDENTIAL – For Law Enforcement Agency Use Only.*

Law enforcement personnel may directly contact the victim. Community victim advocacy resources may also be available to assist with locating a victim and with providing notification. Assistance is also available from the DOC Victim Services staff.

Law enforcement also may contact other victims or witnesses as well as other individuals who are likely to be victimized by the offender.

3. Homeless Notification Process

If public notice (Level 2 or 3) is required on a registered homeless offender, that notice should include as much specificity as possible, for example "in the vicinity of_____". These offenders are required to check in with local law enforcement on a weekly basis.

**** All City policies are applicable but may be amended from time to time as necessary.***

The Winona County Fair

P.O. Box 646
St. Charles, MN 55972

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

February 10, 2015

Dear Nick,

Greetings from the Winona County Fair! As I told you last fall, the Winona County Fair will be hosting the yearly District 1 meeting of the 14 Southeast Minnesota County Fairs on Saturday October 24, 2015. This is a day for the fairs to share experiences, and also receive education from a variety speakers.

Since the fair will celebrate 105 years in St. Charles in 2015, the fair board would like to host the meeting in the City of St. Charles. We are hoping you would allow us to use the large meeting room at City Hall. This would be a great way to get our visitors into the downtown area, and also show the wonderful relationship between the city and the fair. Also, the Winona County Fair will not host this meeting again until the year 2029!

The fair board would also like to invite Mayor Schaber to join us at the beginning of the meeting to welcome all the fair boards to St. Charles. This would be very meaningful since his family has a long history of involvement with the Winona County Fair.

Please know how much the fair board has appreciated the support of St. Charles over the years!

Sincerely,

Cindy

Cindy Timm
President

Winona County Fair Board

John Brogan **Glenn Brouwer** **Tom Campbell**
Tracy Coulter **Bruce Christie** **Dan Ihrke**
Lowell Jabs **Sara Laqua** **Dean Sanders**
Phil Thesing **Cindy Timm**

City of St. Charles Conservation Improvement Program
For
Low-Income Participants

This Agreement is between Semcac, a Community Action Agency and the City of St. Charles Electric Utility, a municipal electric company ("Company") that offers the Conservation Improvement Program (CIP) funding through its utility to assist with conservation of the energy source offered by Company.

WITNESSETH:

WHEREAS, Semcac is a non-profit agency in the business of providing energy efficiency services to low-income residents of Minnesota; and the City of St. Charles Electric Utility.

WHEREAS, Semcac performs Weatherization services for low-income customers in Company's service territory; and replaces existing inefficient room air conditioners, and/or refrigerators, clothes washers, and compact fluorescent lights (CFL) with new ENERGY STAR® rated appliances where needed.

WHEREAS, the Company and Semcac desire to contract for the performance of certain appliance replacement services in Minnesota by Semcac, as specified in Article I set forth below, and upon the terms and conditions of this Agreement (the "Services").

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLES

I. Scope of Work

A. Introduction

Semcac will carry out the work described in Article I.C. Participants in Company's Low-Income Program must receive their electric utility service exclusively from the Company and must meet the low-income eligibility as defined in the current Department of Energy State Plan ("State Plan") submitted by the State of Minnesota.

All Services will be in compliance with Federal Regulation 10 CFR 440 and any other applicable local, state and federal laws, rules or regulations. Semcac warrants and represents to the Company that the Services provided will be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the Services rendered, that the equipment supplied will meet the equipment and other specifications provided herein or by the Company, and the Services will be fit for the particular purpose intended by the Company, and be free from defects. Semcac will document all Services performed hereunder according to data collection requirements described in Article I.D.

B. Consumer Selection and Participation

1. Qualifying customers:

   Qualifying low-income customers must reside in an owner-occupied residence or occupy a rental property and own the appliances.

2. The suggested order of ranking:

   a. Owner-occupied residence
   b. Consumers with highest electrical usage
   c. Senior citizens over the age of 60
   d. Handicapped consumers
   e. Families with children under the age of six
   f. Renters that own the appliances

   Semcac will use its best efforts to prioritize those homes in the order they appear on the priority list; beginning with the top-ranked home, inasmuch is feasible and practical in Semcac's reasonable judgment.

   Semcac will also use its best efforts to prioritize by the following rank/order appliances to be replaced within the home when more than one Energy Efficiency Measure (EEM) is replaced:

   a. Compact Fluorescent Lights
   b. Refrigerators
   c. Room air conditioners
   d. Clothes washers

C. Energy Efficiency Measures to be implemented

Semcac will ensure that the following Energy Efficiency Measures ("EEMs") will be added to the Services performed, where applicable, feasible and allowed by the consumer. The Company will fund the cost of performing or installing these EEMs according to Article II of this Agreement.

a. Compact Fluorescent Light (CFL) Replacement (EEM)
CFL's will be given to eligible participants who 1) receive electricity from the Company and 2) agree to have the CFL installed in high usage areas (minimum average usage of 3 hours/day). Semcac will contact the Company or the Company to make arrangements for pick-up or delivery of the ENERGY STAR qualified CFLs to be installed at the consumer's residence before purchasing them from a local distributor. The existing incandescent lights will be removed and properly recycled. This service will be done with the consumer's knowledge.

b. Refrigerator Replacement (EEM)
A refrigerator will be given to eligible participants who 1) receive electricity from the Company, 2) agree to have their old, working refrigerator removed and properly recycled by a contractor, and 3) agree to have the new refrigerator professionally installed by a contractor. Semcac will work with a local contractor to obtain the best price for an ENERGY STAR rated refrigerator to be installed at the consumer's residence. The existing unit will be removed and properly recycled by the contractor for the agreed purchase price. This service will be done with the consumer's knowledge.

c. Room Air Conditioner (RAC) Replacement (EEM)
A room air conditioner will be given to eligible participants who 1) receive electricity from the Company, 2) agree to have their old, working room air conditioner(s) removed and properly recycled by a contractor, and 3) agree to have the equipment professionally installed by a contractor. Semcac will work with a local contractor to obtain the best price for an ENERGY STAR room air conditioner to be installed at the consumer's residence. The existing unit will be removed and properly recycled by the contractor for the agreed purchase price. Up to two room air conditioners will be replaced per household. This service will be done with the consumer's knowledge.

d. Clothes Washer Replacement (EEM)
A clothes washer will be given to eligible participants who 1) receive electricity from the Company, 2) agree to have their old, working clothes washer removed and properly recycled by a contractor, and 3) agree to have the new clothes washer professionally installed by a contractor. Semcac will work with a local distributor to obtain the best price for an ENERGY STAR rated and Consortium for Energy Efficiency (CEE) Tier 3 model clothes washer to be placed in the consumer's residence. The existing unit will be removed and properly recycled by the contractor for the agreed purchase price. This service will be done with the consumer's knowledge.

D. Data Collection

Semcac will provide the data necessary to evaluate the annual energy saved, the peak demand reduced, and the cost to obtain those savings and reductions. This will include all receipts/purchase orders of the measures/equipment paid for by Semcac and those paid for by the Company. Semcac will provide survey data of homes with potential appliances to be replaced in the future. Semcac will supply reasonable requests for data from the Company in a reasonable time.

Existing appliances should be a minimum of ten (10) years old and in working condition to qualify for replacement, and be recycled in compliance with all environmental regulations. Semcac will provide replacement appliance age(s) to confirm that old equipment qualifies for replacement. Auditor will have the discretion whether old appliances are to be replaced based on a) visual observation of the particular unit, b) the model number of the appliance, c) use of National Energy Audit Tool (NEAT) software or d) data-logger.

II. Compensation

A. The Company will fund according to Table A below for the period from January 1, 2015 to December 31, 2015. **Semcac will verify funds are available prior to proceeding with the project.**

Table A

Member Utility	Budget
St. Charles Public Utility Attention: Kyle Karger 830 Whitewater Avenue St. Charles, MN 55972	$3,100

a. There is a maximum of five (5) EEM measures per customer.
b. Member utility cost to be itemized to show administrative charges, equipment cost, recycling/disposal fee, and other costs.
c. Administration fees to be a $50 minimum and not to exceed 10% of Member utility cost for each customer.
d. Semcac to provide description of Services performed and measures installed.
e. Funding not to exceed budgeted amount per utility without prior approval by Member utility.
f. Semcac to administer all transactions including purchase of appliances.

B. Energy Efficiency Measure Requirements

1. **Compact Fluorescent Light (CFL) Requirements:**
   a. ENERGY STAR rated compact fluorescent lights to be placed in **high usage** areas of owner-occupied residence (minimum average usage of 3 hours/day.)
   b. Replace and recycle a minimum of four (4) and maximum of ten (10) incandescent light bulbs with 14W or greater CFLs. Replacement wattage must be at 1 to 4 ratio (i.e. 14W CFL will replace a 60W incandescent bulb; 23W CFL will replace a 100W incandescent bulb, etc.).

c. Contact the Company to make arrangements for pick-up or delivery of CFLs before purchasing CFLs from local distributor.
d. Maximum $7 per CFL, not to exceed actual purchase price, up to a maximum amount of $70 per household (maximum 10 CFLs).

Annual Energy Savings = CFL Wattage x 3 x 840 hours/year
Annual Bill Reduction = Annual Energy Savings x $0.10/kWh

Savings Example:

ENERGY STAR CFL:	Incandescent Bulb:
$\frac{3 \times 23 \text{ Watts} \times 840 \text{ hours/year}}{1000}$	$\frac{3 \times 100 \text{ Watts} \times 840 \text{ hours/year}}{1000}$
= 58 kWh x $0.10/kWh	= 252 kWh x $0.10/kWh
= $5.80/year cost to operate	= $25.20/year cost to operate

Savings: $19.40/year or **194 kWh**

2. **Refrigerator Requirements:**
   a. Replacement of refrigerator, for owner-occupied residences or renters that own the appliances, that are at least ten (10) years old and in working condition.
   b. New refrigerator must be ENERGY STAR rated of equal or lesser size.
   c. Replaced refrigerator must be recycled in compliance with all environmental regulations.
   d. $800 maximum amount for refrigerator replacement including administrative charges, appliance cost, recycling fee, and other costs. Maximum amount may only be exceeded with written approval by Company.

Annual Energy Savings: **372 kWh**
Annual Bill Reduction: 372 kWh x $0.10/kWh = $37.20

(Data Source: MN Department of Commerce – Division of Energy Resources)

3. **Room Air Conditioner (RAC) Requirements:**
   a. Replacement room air conditioners must be for owner-occupied residences or renters that own the appliances.
   b. Old room air conditioner must be at least 10 years old and in working condition.
   c. New room air conditioners must be ENERGY STAR rated.
   d. Limit of two room air conditioners will be replaced per household.
   e. $500 maximum amount for each room air conditioner replacement including administrative charges, equipment cost, recycling fee and other costs. Maximum amount may only be exceeded with written approval by the Company.

f. Replaced RAC must be recycled in compliance with all environmental regulations.

RAC w/louvered sides Energy Savings: **90 kWh**
Annual Bill Reduction: 90 kWh x $0.10/kWh = $9.00

RAC w/o louvered sides Energy Savings: **68 kWh**
Annual Bill Reduction: 68 kWh x $0.10/kWh = $6.80

(Data Sources: MN Department of Commerce – Division of Energy Resources)

5. Clothes Washer Requirements:

a. Replacement of clothes washer must be for owner-occupied residences or renters that own the appliances.
b. Old clothes washer must be at least ten (10) years old and in working condition.
c. New clothes washer must be ENERGY STAR rated and a Consortium for Energy Efficiency (CEE) Tier 3 model. The list is updated monthly and can be found at http://www.cee1.org/resid/seha/rwsh/rwsh-main.php3 .
d. $800 maximum amount for each CEE Tier 3 clothes washer replacement including administrative charges, appliance cost, recycling/disposal fee and other costs. Maximum amount may only be exceeded with written approval by the Company.
e. Use Appendix A for referencing serial numbers of major appliance brands to determine ages.

CEE Tier 3
(Annual Water Savings = 6,542 gallons)

Energy Savings (with gas water heater): **105 kWh**
Annual Bill Reduction = 105 kWh x $0.10/kWh = $10.50

Energy Savings (with electric water heater): **272 kWh**
Annual Bill Reduction = 272 kWh x $0.10/kWh = $27.20

(Data Source: MN Department of Commerce – Division of Energy Resources)

C. Method of Payment

The Company will pay Semcac based on monthly invoices itemizing materials, labor and supplies used on the Project. Copies of receipts/purchase orders will also be provided to verify the costs of the Services actually completed. Each invoice will itemize any applicable sales and/or use taxes. **Invoices,**

receipts/purchase orders and data collection reports will be sent to the Company's contact person in Table A.

D. Right to Audit

The Company has the right to review, audit and verify any information connected with this Agreement at Semcac's regular place of business during normal business hours. Member utility has the right to conduct on-site inspections to verify Services performed and measures installed.

III. Termination

This Agreement will terminate on December 31, 2015; however, all Parties have the right to terminate this Agreement upon thirty (30) days written notice if Semcac's performance is not satisfactory to Company, or if the Company and Semcac are unable to agree on amendments to the Agreement. Upon notice of termination Semcac will not begin work on any additional homes and will confer with Company as to the status of homes currently receiving Services. Semcac will bill the Company after the in-progress Services have been completed.

IV. Indemnification

Semcac, for itself and the parties Semcac contracts with, agrees to assume all risk of loss and to defend, indemnify and hold the Company, its officers, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties or employees of both parties and employees of or the parties Semcac contracts with pursuant to this Agreement, occasioned wholly or in part by any act or omission of Semcac, and the parties Semcac contracts with pursuant to this Agreement or of anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, resulting from or arising out of the referred Services, or any of the activities of Semcac, and the parties Semcac contracts with pursuant to this Agreement, whether or not such injuries or damage are occasioned in part by Company, its officers, employees or agents.

V. Insurance

Semcac will provide and maintain Public Liability and Property Damage Insurance so as to provide protection and indemnification against any and all such claims or suits in connection with the Services performed pursuant to this Agreement. Upon request, Semcac will furnish to the Company certificates issued by insurance companies showing policies carried and the coverage limits. Coverage must be in accordance with *Minnesota Statutes* Chapter 466 and to the extent of other statutory law (i.e. Workers' Compensation).

VI. Independent Contractor

Semcac agrees that it is an independent contractor and will be at all times solely responsible for itself, as well as its employees, agents, and subcontractors as to workmanship, accidents, injuries, wages, supervision and control. The Company will exercise only limited supervision of the Services in order to keep itself informed as to the progress thereof. This Agreement may not be altered in any manner so as to change the relationship of Semcac from that of independent contractor or to alter Semcac's responsibilities, except as required under Article II.F.

VII. Laws

This Agreement will be governed by the laws of the State of Minnesota and venue will be in Winona County, Minnesota. Contractor's obligation to perform under this Agreement will remain in effect during the resolution of disputes.

VIII. Amendments

This Agreement contains the entire understanding between the parties and any amendments/waivers must be in writing and signed by both parties. Semcac would like to hold this contract with any/all utilities companies that wish to partner with Semcac and amendments can be done per job when needed.

Semcac

Wayne D. Stenberg Executive Director	Date

City of St. Charles

John Schaber Mayor	Date
Nick Koverman City Administrator	Date

APPENDIX A

General Electric Appliances

This information is provided to assist in finding the *manufacturing date* of GE (USA) built appliances. GE makes Hotpoint, GE and the American RCA.

The date code is in the letters on your serial number.

Example serial number: LT221102

LT221102 - L = month - June

LT221102 - T = year 1986 or 1998

LT was built June 1998 or June 1986

Date codes - First letter is the month and the second letter is the year.

A = January D = February F = March G = April H = May L = June M = July R = August S = Sept. T = Oct. V = Nov. Z = Dec.

G = 1980 & 1992 H = 1981 & 1993 L = 1982 & 1994 M = 1983 & 1995 R = 1984 & 1996 S = 1985 & 1997 T = 1986 & 1998 V = 1987 & 1999 Z = 1988 & 2000 A = 1989 & 2001 D = 1990 & 2002

This information is provided to assist in finding the *manufacturing date* of GE (Canadian - Camco) built appliance. Camco makes Hotpoint, GE Moffat and McClary.

The date code is in the letters on your serial number.

Example serial number: MS731902A

The first 2 letters show the manufacturing date.

MS731902A shows the month made - July

MS731902A shows the year made - 1997

The above appliance with serial # MS731902A was made in July 1997.

H = 1993 and May L = 1994 and June M = 1995 and July R = 1996 and August S = 1997 and Sept. T = 1998 and Oct. V = 1999 and Nov. Z = 2000 and Dec. A = 2001 and January D = 2002 and February F = 2003 and March G = 2004 and April

Frigidaire Appliances

This information is provided to assist in finding the *manufacturing date* of Frigidaire. Frigidaire makes White/Westinghouse, Tappan, Frigidaire, and Kelvinator.

Example serial number:

NF11910958 = NF(where the product was made)

NF11910958 - 1 = made in 2001

NF11910958 - 19 = 19th week in that year

This washer looks to be made in April of 2001

Example #2 serial number:

LA84501552

LA84501552 = year, this could be 1988 or 1998. If the appliance looks 10 years old it is probably 1988. If the appliance only looks to be a couple of years old, probably 1998 is more likely.

LA84501552 - 45 = 45th week of either 1998 or 1988

Kitchen Aid Appliances

This information is provided to assist in finding the *manufacturing date* of Kitchen Aid.

The serial numbers and letters from your <u>model/serial tag</u>, are required.

I have only a little information on the KA date codes:

Serial example - XL1601009

2001, the 16th week

1st # is factory where the product was made.
2nd # is the year (J = 1999, K = 2000, L = 2001, M = 2002, N =2003, etc)
3rd & 4th #'s = week produced

Maytag Appliances

This information is provided to assist in finding the *manufacturing date* of your Maytag built appliance. Maytag owns Maytag, Jenn-Air, MagicChef.

Example serial number: 15114672UY

15114672UY - UY is the date code. The first letter is the year - U = 1998. The second letter is the month - Y = November. This appliance was made November of 1998.

First letter is the year, second letter is the month.

Whirlpool Appliances

This information is provided to assist in finding the *manufacturing date* of Whirlpool built appliances.

The date code is in the letter on your model number.

Example model numbers: LRS6233BW1= 1994 or SF367PEYW1= 1992 or LE6685XPW1= 1985 or ET22PKXXW0= 1991 or EV150CXKW0 = 1982

K = 1982 or 2001 L = 1983 or 2002 M = 1984 or 2003 P = 1985 or 2004 R = 1986 or 2005 S = 1987 or 2006 T = 1988 or 2007 V = 1989 or 2008 W = 1990 or 2009 X = 1991 or 2010 Y = 1992 or 2011 A = 1993 or 2012 B = 1994 or 2013 D = 1995 or 2014 E = 1996 or 2015 F = 1997 or 2016 G = 1998 or 2017 H = 1999 or 2018 J = 2000 or 2019

CONSULTANT SERVICE CONTRACT

This Contract is made this ___ day of _____, 2015, by and between the CITY OF ST. CHARLES, MINNESOTA, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, MN 55972-1129, ("CITY"), and Franklin Energy Services, LLC, a Wisconsin limited liability company, 102 N. Franklin Street, Port Washington, WI 53074, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires professional services in conjunction with its conservation improvement program (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.** CONSULTANT agrees to perform various Project services for program years 2015, 2016, 2017, with the option for automatic renewals in 2018 and 2019 as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference, including the direct install program, commercial and industrial energy assessments, energy engineering, energy training activities, and administrative fees that specifically cover program planning, development and delivery, unless this Contract is sooner terminated as provided herein.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation on a time and materials basis to be mutually agreed upon in writing by CITY and CONSULTANT.

C. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.

D. **Insurance.**

1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.

2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general

liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $2,000,000.00

3. During the time in which CONSULTANT is performing any services under this Contract, CONSULTANT agrees to maintain, at CONSULTANT's expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Contract. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $2,000,000.00 and annual aggregate of $2,000,000.00 on a claims-made basis.

4. Upon request of CITY, CONSULTANT shall provide CITY with certificates of insurance, showing evidence of required coverages.

SECTION II – CITY'S RESPONSIBILITIES

A. CITY shall promptly compensate CONSULTANT as services are performed to the in accordance with Section III of this Contract.

B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.

C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.

D. CITY will give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the proposed project.

E. Nick Koverman, City Administrator, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – COMPENSATION FOR SERVICES

A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 2, Compensation for Services, which is attached hereto and incorporated herein by reference, for

CONSULTANT's performance of services under this Contract.

B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Administrator and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

A. **Term.** This Contract shall be in effect for a period of three years from its effective date or until such time as the Project is completed to the satisfaction of the City Administrator or as otherwise provided in this Contract.

B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.

D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

SECTION V – INDEMNIFICATION

A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages and expenses (including reasonable attorneys' fees and expenses of litigation) which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in

connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

B. CITY shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CITY'S respective officers, directors, employees and members and agents.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

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

B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. **Notices**. The PARTIES' representatives for notification for all purposes are:

CITY:
Nick Koverman, City Administrator
830 Whitewater Avenue
St. Charles, MN 55972-1129

CONSULTANT:
Dean Laube
Franklin Energy Services, LLC
102 N. Franklin Street
Port Washington, WI 53074

D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

E. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.

F. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.

G. **Payment to Subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, the CONSULTANT, as prime contractor, must pay all subcontractors, less any retain, within 10 calendar days of the CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

H. **Copyright.** CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting there from.

I. **Patented Devices, Materials and Processes.** If the Contract requires, or the CONSULTANT desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the CITY. If no such agreement is made or filed as noted, the CONSULTANT shall indemnify and hold harmless the CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall indemnify and defend the CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.

J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.

L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

M. **Force Majeure**. The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.

O. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in any real or personal property of CITY. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on any CITY interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring the CITY, in an amount equal to 125% of the amount of any such lien.

P. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

Q. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.

R. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein. CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

S. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

T. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

U. **Governing Law**. This Contract shall be deemed to have been made and accepted in

Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

V. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

W. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

Y. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

AA. **Survivability**. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

BB. **Execution**. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: FRANKLIN ENERGY SERVICES, LLC

By: _____ Date:_____
Dan Tarrence, Its President

CITY OF ST. CHARLES

By: _____ Date:_____
John Schaber, Its Mayor

By: _____ Date:_____
Nick Koverman, Its City Administrator

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services in accordance with its February 20, 2015 Proposal to Perform Implementation Services:

Proposal Summary & Scope

Franklin Energy Services is proposing the following as part of Minnesota's Conservation Improvement Program offered by St. Charles Municipal Electric provider. The proposal detailed below will leverage Franklin's expertise in the energy industry to support St. Charles CIP programs over a five year span beginning in 2015 through 2019.

Franklin Energy's proposed services will be tied directly to an annual program scope of work. Below are aspects of that scope:

1) **Multifamily Assessment and Direct Install:**
   Franklin Energy will offer to direct install energy efficient light bulbs, low flow showerheads, bath and kitchen aerators, as well as hot water pipe insulation to multifamily apartments served by the City of St. Charles. Franklin Energy staff will conduct a full scale energy audit of qualifying buildings and follow that up with direct install efforts in both the common areas and individual apartments. It is assumed the City of St. Charles will promote and provide the proper leads. Multifamily is defined as buildings with 4 or more apartment units.

2) **Energy Assessments:**
   Franklin Energy is prepared to conduct complete residential, small business, commercial or industrial energy assessments for the City of St. Charles utility customers. These assessments will include on-site walk through, energy saving opportunities and calculations, as well as projected rebate amounts. It is assumed that the City of St. Charles will market this offer and will provide the leads directly to Franklin Energy.

3) **Custom Project Engineering Review:**
   Franklin Energy is prepared to offer engineering review services to the City of St. Charles for its energy incentive program. Franklin's engineering department has many capable staff well versed in Minnesota CIP programs that will perform these critical reviews in a timely fashion. Franklin will document the review process and provide detail on potential changes or adjustments to energy savings calculations that are identified for each submitted project.

3) **Customer and Staff Training**
   Franklin Energy is prepared to conduct various outreach and training efforts to be delivered to City of St. Charles staff and utility customers you serve. City of St. Charles will assume all responsibility for marketing, technical coordination and presentation format for each training session. Content that has been pre-approved by the City of St. Charles will be presented by Franklin Energy in a non-biased fashion.

4) **Conservation Improvement Planning, Marketing & Program Development**
Franklin Energy is prepared to offer our expertise to plan, develop and deliver a complete conservation improvement program plan for the City of St. Charles that includes a comprehensive approach to energy savings to include education, outreach, marketing, tracking, and budget build up.

Timeline

Franklin Energy is able to begin providing services immediately upon agreement between both parties. This three year agreement includes program years 2015, 2016, 2017, 2018 and 2019. Review of program delivery as well as operating budgets and scope of work will be discussed annually between Franklin Energy and St. Charles. Any increases must be mutually agreed upon and approved in writing.

Resource Requirements Overview

Franklin Energy will provide services utilizing staff already engaged in the region. An overview of roles and responsibilities for such staff is provided below.

Project Team Roles Overview

Roles	Responsibilities
Regional Director of Programs	Dean Laube will provide management oversight to the program and hold ultimate accountability for achievement of the proposed deliverables. Dean will supervise the team's efforts, provide guidance on team roles and responsibilities, approve personnel decisions and participate in program review meetings with Otter Tail Power Company.
Subject Matter Experts	Franklin Energy has many trained staff that are considered subject matter experts who will be providing the format for the technical webinars. Examples include lighting, motors/drives, Retrocommissioning (Rcx), Commercial Refrigeration and Energy Management Skills.
Engineering Support	A core group of highly qualified Franklin Energy Staff may be called upon to provide support for custom project review. Central engineering staff may be called upon to write draft reports or review calculations as part of the review process.
Energy Advisor	Franklin Energy has field staff specifically trained in certain disciplines that conduct related field work, such as energy audits, direct install of measures or energy related advice to end-use customers.
Project Coordinator	The Project Specialist will be responsible for all data documentation, record-keeping and reporting. This person coordinates all invoicing and billing information in a timely and organized fashion.

Relevant Experience

Franklin Energy has 25 years of energy efficiency program implementation experience providing similar services on behalf of utilities. We currently have offices in nine states with our headquarters located in Port Washington, WI. Relevant experience to Minnesota includes:

- Franklin Energy currently implements the 4U2, Commercial Energy Advisor and Large Customer Turn-Key programs for the natural gas utility Minnesota Energy Resources Corporation. This program has service territory overlaps the city of St. Charles.
- Franklin Energy currently provides custom project review and energy assessment services for five other utility clients in Minnesota including Rochester Public Utilities, South Eastern Municipal Power, Minnesota Energy Resources, Missouri River Energy, and Minnkota Power.
- Franklin Energy provides implementation services to the following investor owned utilities in Minnesota, Xcel Energy, Minnesota Power, and Ottertail Power.
- Over the past five years, Franklin Energy has conducted over 200 energy efficiency presentations to various audiences comprised of end-use customers, trade allies and utility staff throughout the country.

EXHIBIT 2

COMPENSATION FOR SERVICES

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT a flat fee of $30,680.00 per year ("Contract price") for the performance of all of CONSULTANT's services provided in Exhibit 1, Scope of Services, including expenses, under this Contract for program year 2015. The following table is a summation of pricing through the contract period.

2015	2016	2017	2018	2019
$30,679.56	$31,599.95	$32,231.95	$32,554.27	$33,530.89

Under no circumstances shall CONSULTANT's total charges to CITY in any year of this Contract, including expenses, exceed $40,000.00 per year, unless such charges in excess of the contract price are authorized in writing by the City Administrator or City Council before they are incurred by CITY.

CITY will make periodic payment to CONSULTANT upon billing at intervals not more often than monthly, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

CITY shall be entitled to withhold five percent (5%) of the contract price until such time as CONSULTANT has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the City Administrator.

ASSESSMENT NOTICE

NOTICE IS HEREBY GIVEN that the Board of Appeal & Equalization for the **City of St. Charles**, Winona County, Minnesota, shall meet on **Wednesday** the **8th** day of **April, 2015** at **7:00 p.m.** at your city hall. The purpose of this meeting is to determine whether taxable property in the jurisdiction has been properly valued and classified by the assessor, and to determine whether corrections need to be made.

If you believe the value or classification of your property is incorrect, please contact your assessor's office to discuss your concerns. If you are still not satisfied with the valuation or classification after discussing it with your assessor, you may appear before the local board of appeal and equalization. The board shall review the valuation, classification, or both if necessary, and shall correct it as needed. Generally, an appearance before your local board of appeal and equalization is required by law before an appeal can be taken to the county board of appeal and equalization.

Given under my hand this 9th day of February 2015.

Clerk

City of St. Charles
Resolution #06-2015

A Resolution Approving A
One-Day 3.2 Malt Liquor License

WHEREAS, the St. Charles Public Library is submitting an application to the City of St. Charles in order to sell 3.2 Malt Liquor at 125 W. 11th Street on Saturday, April 11, 2015.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA THAT:

1. The Council of the City of St. Charles hereby approves the 3.2 Malt License submitted by the St. Charles Public Library to the City of St. Charles.

Adopted by the Council of the City of St. Charles, Minnesota this 24th day of February, 2015.

_____
John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

WELCOME TO
ST. CHARLES
GATEWAY TO WHITEWATER

Strategic Goals 1-3 years

1. To foster increased business and job development
2. To plan for and adapt to the City's projected growth
3. To improve the City's emergency medical services facilities.
4. To proactively plan for the Mayo Medical Center Expansion
5. To provide the necessary infrastructure to accommodate the City's projected growth.
6. To enhance the police department's stature and image.
7. To sustain Main Street

2014 Goals

1. To ensure the City's financial stability
2. To keep taxes at a reasonable rate
3. To keep utility rates at a reasonable rate
4. To sustain and continue to enhance inter-jurisdictional partnerships
5. To maintain the City's utilities and to make improvements when necessary
6. To adapt to an increased emphasis on green energy
7. To adapt to changing state and federal mandates
8. To project a strong positive attitude for the city and its future

2013 Goals

1. *Provide quality service to citizens through timely response, cost effective service delivery, and effective communications.*
2. *Promote development and growth through economic solutions while building partnerships and fostering strong community businesses.*
3. *Updating Council media for more efficient transfer of information.*
4. *Continue development of parks system through ongoing development of trail system with Minnesota DNR for the trail to Whitewater State Park.*
5. *Hold strategic planning session for future needs and growth with the aid of a private consultant.*
6. *Educate public/promote active dialogue between Council and public.*
7. *Explore best practices through networking and inter-organizational dialogue.*

Mission Statement
The City of St. Charles will provide a high quality of life, given changing needs and available resources, to our residents, visitors, and businesses in an efficient, professional, responsive manner while preserving our unique characteristics and small town values.

Vision Statement
The City of St. Charles is a vibrant, affordable and diverse community in which all residents enjoy their neighbors, feel safe, and know they will be heard.

Value Statements

1. Excellence and Quality in the delivery of services—We believe that service to the public is our reason for being and strive to deliver quality services in a highly professional, cost-effective and friendly manner.
2. Fiscal Responsibility—We believe that fiscal responsibility and the prudent stewardship of public funds is essential for citizen confidence in government.
3. Ethics, Integrity, and Professionalism—We believe that ethics, integrity, and professionalism are the foundation blocks of public trust and confidence and that all meaningful relationships are built on these values.
4. Open and Honest Communication—We believe that open and honest communication with citizens, staff and council in a spirit of cooperation and teamwork is essential for an informed and involved citizenry and to foster a positive working environment for employees.
5. Respect and Fairness—We believe that all citizens are to be treated with respect, courtesy, and fairness and as partners of the St. Charles community team.
6. Visionary Leadership and Planning—We believe that the very essence of leadership is to be visionary and to plan for the future.
7. Creativity and Innovation—We believe that our city can best prosper in a changing world by valuing and encouraging creativity, new ideas, and innovation in the workforce and the services we provide.
8. Community Partnerships—We believe in strong partnerships with the school district, the county, neighboring public sector jurisdictions, and community organizations.
9. Diversity in our Workforce and Community—We believe that a diverse workforce and community adds to and brings out the best of a community.