

The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, July 11, 2023 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, MN.

### ITEM

O 11

0 1

### **ACTION REQUESTED**

1.	Call	to Order							
2.	Pled	ge of Allegiance							
3.	July 11, 2023 - Agenda APPROVE								
4.	Consent Agenda APPROVE								
	a.	June 13, 2023 – Regular City Council Meeting							
	b.	Resn. #21-2023 Accepting an Ambulance Donation - RDO Equipmen	t Co.						
	c.	Police Reserve Officers Hiring							
	d.	Pay Request No. 6 – 2021 Street Improvements – Dunn Blacktop							
	e.	Pay Request No. 3 - School Trail Improvements - Schumacher Excava	ating						
5.	July	Payables	APPROVE						
6.	Noti	ces and Communications (if applicable)	INFORMATION						
7.	Repo	orts of Boards and Committees:	INFORMATION						
	a.	Administrator's Report							
	b.	Public Works Superintendent Report, Scott Bunke							
	c.	Chief of Police Report, Jose Pelaez							
	d.	Library Board Report, David Kramer							
	e.	Planning & Zoning, Wayne Getz							
	f.	School Board, John Steffel							
	g.	Chamber of Commerce, Chamber Representative							
	h.	Ambulance Report, Matt Essig							
	i.	Ambulance Steering Committee, Nathan Boice & Scott Schossow							
8.	MN	House Representative Steven Jacobs	INFORMATION						
9.	Ordi	nance #654 – Zoning Map Amendment (1 <sup>st</sup> Reading)	APPROVE						
10	. Resr	n. #22-2023 Denying Preliminary Plat – South Fork Fifth Addition	DENY						
11.	1. Cooperative Purchasing, Repayment, and System Use AgreementAPPROVE								

**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



### MEMORANDUM for the CITY COUNCIL of St. Charles for \_\_\_\_\_Tuesday, July 11, 2023\_\_\_\_\_

- 4. Consent Agenda
  - a. June 13, 2023 Regular City Council Meeting
  - b. Resn. #21-2023 Accepting an Ambulance Donation RDO Equipment
  - c. Police Reserve Officers Hiring
  - d. Pay Request No. 6 2021 Street Improvements Dunn Blacktop
  - e. Pay Request No. 3 School Trail Improvements Schumacher Excavating

**8.** MN House Representative Steven Jacobs – Mr. Jacobs intends to come to the council meeting to give an update on the recent legislative session. He was also going to touch on the push to make the region a National Park, however, that petition has been rescinded.

**9.** Ordinance #654 – Zoning Map Amendment (1<sup>st</sup> Reading) – The Planning Commission held a public hearing for a rezoning request from Pat Heim for his property located at 1204 Sherwood Rd. Mr. Heim request the zoning be changed from R1-M – Modular & Mobile Home Residential to I-2 – General Industry. This is what the land was originally zoned prior to the sale of the parcel. Rezoning the property does not create spot zoning as the properties directly north are already zoned I-2. The Planning Commission made a motion in support of the zoning change and recommended the City Council do the same.

**10. Resn. #22-2023 Denying Preliminary Plat** – **South Fork Fifth Addition** – The Planning Commission held a public hearing for the submission of a General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report for the proposed South Fork Fifth Addition on July 6, 2023. A petition with 54 signatures from members of the neighborhood that were opposed to the rezoning of the property from R-1 to R-4. There were 17 residents in attendance for the public hearing. Upon review of the submitted materials, the Planning Commission made a recommendation for the City Council to deny the submission based on the findings of facts. The memo that was developed for the Planning Commission and the materials for the submission have been included in this packet. I fully support the recommendation from the Planning Commission.

**11. Cooperative Purchasing, Repayment, and System Use Agreement** – In 2022, Winona County was informed that the Law Enforcement Technologies Group, a TriTech Software Systems company was purchased by CentralSquare Technologies, LLC. Since that time, Winona County has developed an RFP to obtain quotes for different software options. CentralSquare Technologies came back as the recommended option, offering a deep discount for startup. The Winona County Board of Commissioners approved an agreement on June 27, 2023 to approve the contract. Prior to that I submitted a letter to the County stating my intention to recommend that the council approve the agreement in the packet. All law enforcement agencies will be on the same software with this agreement. The city will need to pay 3% of the implementation cost (\$11,676.72) which includes setup and the subscription for the first year. After that the city will be invoiced for 3% (approximately \$5,595.24) of the annual subscription cost plus and maintenance costs Winona County may impose. This will need to work this into our 2024 budget.

**Unscheduled Public Appearances** – I've received interest from three residents that would like to speak to the council about a variety of topics.

- Heidi Bagniewski Topics: Renewal periods for pets and chickens permits, number of chickens (St. Charles allows 3, Stockton 12, Eyota 6, Chatfield 6 with conditions, Lewiston 12), goats to remove buckthorn and other invasive species.
- Linda Soderstrom Topic: Condition of the railroad crossing at on 11<sup>th</sup> St West near 12<sup>th</sup> St West.
- Bill Spitzer Topic: County Commissioner candidate introduction and input from the City Council.

### MINUTES of the ST. CHARLES CITY COUNCIL for Tuesday, June 13, 2023, held at 6:00 p.m. at 830 Whitewater Avenue, St. Charles, Minnesota

### **MEMBERS PRESENT:**

Mayor John Schaber Dave Braun Wayne Getz John Steffel

### **MEMBERS ABSENT:**

David Kramer

STAFF PRESENT: Andrew Langholz (City Administrator).

**OTHERS IN ATTENDANCE:** Nathan Boice (Ambulance Steering Committee) and Matt Essig (Lewiston Ambulance Director).

### 1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was present with Mayor 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. Motion to approve: **Dave Braun** No further discussion. Motion carried.

### 4. Consent Agenda:

- a. May 10, 2023 Regular City Council Meeting
- b. May 23, 2023 Regular City Council Meeting
- c. Request for Student Intern Hire Thomas Brugger
- d. Resn. #18-2023 Amending Boundaries of TIF District No. 1-9
- e. John Brogan Gun Range Use Agreement
- f. Resn. #19-2023 Donation from SCACF for the Police Department
- g. Resn. #20-2023 Council Appointment for UMMEG

Motion to approve: Wayne Getz Seconded by: David Braun No further discussion. Motion declared carried.

### 5. Notices and Communications. None

**6. Review of Payables.** Motion to approve: **John Steffel** No further discussion. Motion declared carried.

7. Reports of Boards and Committees. The Council reviewed reports from the City Administrator, Police Department, Public Works, Planning & Zoning, School Board, Ambulance, and Ambulance Steering Committee.

### 8. Request for Council Action: Laserfiche Proposal

Motion to approve the proposal from OPG3 and purchase a scanner utilizing ARPA funding: **Dave Braun** No further discussion. Motion declared carried.

### 9. Council Meeting Cancellation – June 27, 2023

Motion to approve: **Wayne Getz** No further discussion. Motion declared carried.

### 10. Journeyman Lineworker / Promotion

Motion to approve the promotion of Randy Geisler to the Journeyman Lineworker position at step 5 of the 2023 wage scale: **Dave Braun** No further discussion. Motion declared carried.

### 11. Resignation of City Accountant Melissa Krusmark.

Notification is purely informational, no action needed.

Unscheduled Public Appearances: None

Motion to adjourn: **Wayne Getz** No further discussion. Motion carried.

ATTEST

John Schaber, Mayor

Andrew Langholz, City Administrator

### City of St. Charles Resolution #21-2023

### RESOLUTION ACKNOWLEDGING THE DONATION TO THE ST. CHARLES AMBULANCE DEPARTMENT FROM RDO EQUIPMENT CO.

**WHEREAS**, the City of St. Charles is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statute 465.03 for the benefit of its citizens; and

WHEREAS, the St. Charles Ambulance Department has received a donation in the amount of \$1,000.00 from RDO Equipment Co. to be used by the St. Charles Ambulance Department for a morale boosting event for members of the service.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: the City Council of the City of St. Charles acknowledges and accepts the \$1,000.00 donation from RDO Equipment Co.

**BE IT FURTHER RESOLVED THAT**: the City Council of the City of St. Charles expresses its thanks and appreciation for the donation.

Adopted this 11th day of July 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator



**Request for City Council Action** 

Date: July 11, 2023

Requested Council Date: July 11, 2023

Originating Department: Police Department & Administration

Council Action Requested: Police Reserve Officers Hiring

### **Background Information**

On Tuesday, February 7th, 2023, the St. Charles City Council approved the reinstatement of the St. Charles Police Reserves Unit which will serve as a valuable crime-prevention and force-multiplier tool for the St. Charles Police Department.

If approved, our new Reserve Officers will perform job duties such as presence patrols, ride-along with officers, crowd and traffic control, major crime scene security, disaster response, missing person searches, receive pertinent training, among other duties. Additionally, Reserve Officers will be required to volunteer a minimum of 4 hours per month, attend one monthly meeting, and work four mandatory events which include St. Charles Fireworks Display, Gladiolus Days Street Dance and Parade, and Winona County Fair.

The hiring process for Reserve Officers included an Oral Interview, a Physical Agility Test, and a Comprehensive Background Check. The candidates listed on this Council Action Request have successfully completed all of the mentioned steps and are eligible to be hired.

### **Request for Action**

Chief Pelaez respectfully requests Council's approval to hire the following individuals to fill the positions of Police Reserve Officers: Jess Radtke (St. Charles, MN), Kevin Arce (St. Charles, MN), Dakota Funke (Eyota, MN), and Thomas Brugger (Minnesota City, MN).



2905 South Broadway Rochester, MN 55904-5515 Phone: 507.288.3923 Fax: 507.288.2675 Email: rochester@whks.com Website: www.whks.com



engineers + planners + land surveyors

July 7, 2023

Mr. Scott Bunke Public Works Director City of St. Charles 830 Whitewater Avenue St, Charles, MN 55972

RE: St. Charles, MN 2021 Streets Improvements Pay Request No. 6

Dear Scott:

Enclosed is Pay Request No. 6 for work on the above referenced project. We recommend the City make payment in the amount of \$49,935.60 to:

Dunn Blacktop Company 24206 MN-43 Winona, MN 55987

Please contact me if you have any questions.

Sincerely,

WHKS & co.

Q DSIL

Daren D. Sikkink, P.E.

DDS/cf

Enclosure

cc: Andrew Langholz, City of St. Charles Cassie Smith, City of St. Charles Sam Costigan, Dunn Blacktop Company



#### PARTIAL PAYMENT REQUEST FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Street Improvements Project No.: 9158 Location: St. Charles, MN Contractor: Dunn Blacktop Company Bid Price: \$3,153,574.73 Date: Jun. 30, 2023

Date: Jun. 30, 20 Estimate #: 6 6 Complete: 78.0%

	n: St. Charles, MN						stimate #:		б 70.00/
Contracto	r: Dunn Blacktop Company				Quantity	% C Quantity	complete:		78.0%
					Completed	Completed	Quantity		
					Previous	This	Completed		
Item No.	Description	Unit	Unit Price	Quantity	Estimates	Estimate	to Date		Total
	Scheo	lule A - C	Overlay						
1	Mobilization	L.S.	\$119,994.45	1	1.0	0.00	1.00	\$	119,994.4
2	8 Foot Edge Mill	S.Y.	\$1.59	30000	20718.5	0.00	20718.52	\$	32,942.4
3	1 3/4" Depth Full Width Mill	S.Y.	\$1.79	14000	16596.8	0.00	16596.83	\$	29,708.3
4	Remove Concrete Curb and Gutter	L.F.	\$11.01	5200	4274.0	0.00	4274.00	\$	47,056.
5	Remove Concrete Driveway	S.Y.	\$14.74	220	451.3	0.00	451.33	\$	6,652.
6	Remove Concrete Walk	S.Y.	\$11.90	780	949.1	0.00	949.11	\$	11,294.4
7	Adjust Sanitary Manhole Casting	Each	\$1,030.00	83	0.0	0.00	0.00	\$	-
8	Adjust Storm Manhole Casting	Each	\$815.00	31	0.0	0.00	0.00	\$	-
9	Adjust Gate Valve Box	Each	\$460.00	54	3.0	0.00	3.00	\$	1,380.0
10	Sanitary Sewer Manhole Casting	Each	\$595.00	10	0.0	0.00	0.00	\$	-
11	Storm Sewer Manhole Casting	Each	\$520.00	10	0.0	0.00	0.00	\$	-
12	Gate Valve Box	Each	\$210.00	10	3.0	0.00	3.00	\$	630.0
13	Topsoil Borrow (LV)	C.Y.	\$25.84	200	200.0	0.00	200.00	\$	5,168.0
14	Aggregate Shouldering Class 5	C.Y.	\$71.08	180	180.0	0.00	180.00	\$	12,794.4
15	Type SP 12.5 Non-Wearing Leveing Course Mix SPWEB230B (2")	Ton	\$82.80	2500	268.0	0.00	268.00	\$	22,190.4
16	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$71.20	14100	10716.6	0.00	10716.60	\$	763,021.9
17	Type SP 12.5 Wearing Course Mix SPWEB240B (Patching)	Ton	\$112.50	225	462.9	0.00	462.89	\$	52,074.
18	Concrete Driveway 6" Reinforced Type A	S.Y.	\$87.32	180	451.3	0.00	451.33	\$	39,410.4
19	Concrete Driveover Curb and Gutter	L.F.	\$31.77	600	222.0	0.00	222.00	\$	7,052.9
20	Concrete B624 Curb and Gutter	L.F.	\$35.27	4620	4064.0	0.00	4064.00	\$	143,337.2
21	Concrete V-Curb	L.F.	\$48.77	150	98.0	0.00	98.00		4,779.4
22	Concrete Walk 6"	SQ. FT	\$9.42	5200	3966.0	0.00	3966.00	\$	37,359.
23	Concrete Walk 4"	SQ. FT	\$8.62	3250	4523.0	0.00	4523.00		38,988.2
24	Concrete Walk 4" Thickened Edge	SQ. FT	\$13.92	200	0.0	0.00	0.00		-
25	Truncated Domes	S.F.	\$51.00	720	612.0	0.00	612.00	\$	31,212.0
26	Turf Establishment, Seeding	Acres	\$10,890.00	1	1.0	0.00	1.00		10,890.0
27	Traffic Control	L.S.	\$14,500.00	1	1.0	0.00	1.00		14,500.0
28	Material Testing Allowance (\$1,000)	L.S.	\$1,000.00	1	0.0	0.00	0.00		-
	······································							Ŧ	
	Schedule B	- Pave G	ravel Stre	ets					
1	Mobilization	L.S.	\$34,759.38		1.00	0.00	1.00	\$	34,759.3
2	Remove Bitumious Driveway	S.Y.	\$9.02	150	0.00	0.00	0.00		-
3	Topsoil Borrow (LV)	C.Y.	\$42.91	300	300.00	0.00	300.00		12,873.0
4	Aggregate Shouldering Class 5	C.Y.	\$71.08	170	170.00	0.00	170.00	_	12,073.0
5	Aggregate Base Class 5	C.Y.	\$71.08	-	525.92	0.00	525.92	э \$	14,909.
6	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	Ton	\$28.33	1160	1473.10	0.00	1473.10		106,947.0
7	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$72.00		1473.10		1473.10	· ·	106,947.0
8	6" Aggregate Driveway Class 5	C.Y.	\$72.10	35	0.00	0.00	0.00		101,304.
9	3" Bituminous Driveway Pavement	S.Y.	\$71.08 \$13.45		0.00	0.00	0.00	-	
9 10	Turf Establishment	Acres	\$13.45 \$10,890.00	100	1.00	0.00	1.00		- 10,890.0
10	Traffic Control	L.S.		1		0.00		\$ \$	
11	Material Testing Allowance (\$1000)	L.S. L.S.	\$9,000.00 \$1,000.00	1	1.00	0.00	1.00 0.00		9,000.0
12		L.J.	\$1,000.00	1	0.00	0.00	0.00	φ	-
		1	1	1		1	1		



#### PARTIAL PAYMENT REQUEST FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Street Improvements Project No.: 9158 Location: St. Charles, MN Contractor: Dunn Blacktop Company Bid Price: \$3,153,574.73 Date: Jun. 30, 2023

Date: Jun. 30, 20 Estimate #: 6

	n: St. Charles, MN						stimate #:		6
Contractor	r: Dunn Blacktop Company						complete:		78.0%
					Quantity Completed	Quantity Completed	Quantity		
					Previous	This	Completed		
Item No.	Description	Unit	Unit Price	Quantity	Estimates	Estimate	to Date		Total
	Schedul	e C - Rebu	ild Streets	3					
1	Mobilization	L.S.	\$58,802.00	1	1.00	0.00	1.00	\$	58,802.0
2	Full Depth Reclamation 8" Min. (P)	S.Y.	\$2.84	16500	16500.00	0.00	16500.00		46,860.0
3	Remove Bituminous Pavement	S.Y.	\$9.40	100	3045.58	0.00	3045.58		28,628.4
4	Remove Concrete Curb and Gutter	L.F.	\$16.15	1450	1431.00	0.00	1431.00		23,110.6
5	Remove Concrete Driveway Pavement	S.Y.	\$15.61	140	65.20	0.00	65.20		1,017.7
6	Remove Bituminous Driveway Pavement	S.Y.	\$15.61	70	28.89	0.00	28.89	-	450.9
7	Remove Concrete Walk	S.Y.	\$13.61	340	410.56	0.00	410.56		5,173.0
8	Adjust Casting	Each	\$755.00	540 6	3.00	0.00	3.00		2,265.0
9	Adjust Gate Valve & Box	Each		8			1.00	э \$	
9 10	Clear and Grub Tree		\$445.00	8	1.00	0.00			445.0
-		Each	\$1,000.00		3.00	0.00	3.00	\$	3,000.0
11	Topsoil Borrow (LV)	C.Y.	\$25.84	400	400.00	0.00	400.00	\$	10,336.0
12	12' Wide Temp Road	L.S.	\$1.00	1	0.00	0.00	0.00		-
13	Common Excavation	C.Y.	\$17.68	4800	1496.92	0.00	1496.92		26,465.5
14	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$81.50	2000	1445.18	0.00	1445.18		117,782.1
15	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	Ton	\$82.50	2000	2052.37	0.00	2052.37		169,320.5
16	Geotextile Fabric, Type V	S.Y.	\$2.09	11000	5109.19	0.00	5109.19	\$	10,678.2
17	Bituminous Roadway Patching	S.Y.	\$25.97	200	21.33	0.00	21.33	\$	554.0
18	Aggregate Base Class 5 (Recycled) (P)	C.Y.	\$13.95	3250	1135.38	0.00	1135.38	\$	15,838.5
19	Aggregate Base Class 5 (Virgin)	C.Y.	\$32.98	125	0.00	0.00	0.00	\$	-
20	Aggregate Shoulder Class 5	C.Y.	\$83.67	90	0.00	0.00	0.00	\$	-
21	Aggregate Subbase Correction	C.Y.	\$48.34	100	72.40	0.00	72.40	\$	3,499.8
22	Concrete Driveover Curb and Gutter	L.F.	\$31.77	130	0.00	0.00	0.00	\$	-
23	Concrete B624 Curb and Gutter	L.F.	\$35.27	1200	1694.00	0.00	1694.00	\$	59,747.3
24	Concrete B624 Curb and Gutter, 1.5" Head	L.F.	\$31.77	1000	793.00	0.00	793.00	\$	25,193.6
25	Concrete B618 Curb and Gutter, 1.5" Head	L.F.	\$31.77	240	0.00	0.00	0.00	\$	-
26	Concrete Valley Gutter	L.F.	\$37.77	70	181.00	0.00	181.00	\$	6,836.3
27	Concrete V-Curb	L.F.	\$48.77	10	0.00	0.00	0.00	\$	-
28	7" Concrete Walk	Sq. Ft	\$9.92	140	0.00	0.00	0.00	\$	-
29	6" Concrete Walk	Sq. Ft	\$9.42	930	1016.00	0.00	1016.00	-	9,570.7
30	4" Concrete Walk	Sq. Ft	\$8.62	2400	2187.00	0.00	2187.00		18,851.9
31	6" Thickened Edge Concrete Walk	Sq. Ft	\$16.92	160	261.00	0.00	261.00		4,416.1
32	4" Thickened Edge Concrete Walk	Sq. Ft	\$13.92	50	0.00	0.00	0.00	\$	.,
33	Truncated Domes	Sq. Ft	\$51.00	130	112.00	0.00	112.00		5,712.0
34	3" Bituminous Driveway	S.Y.	\$34.38	200	0.00	0.00	0.00	φ \$	5,712.0
35	6" Aggregate Driveway	C.Y.	\$83.67	200	0.00	0.00	0.00	φ \$	
36	6" Concrete Driveway Reinforced	S.Y.	\$87.32	70	110.06	0.00	110.06	•	9,610.0
37		S.Y.	\$87.32	25			116.10		
37	7" Concrete Driveway Type A				116.10	0.00			10,137.8
	Storm Sewer Structure Type 1	Each	\$3,250.00	3	3.00	0.00	3.00		9,750.0
39	12" Reinforced Concrete Pipe	L.F.	\$180.00	22	30.00	0.00	30.00		5,400.0
40	18" Reinforced Concrete Pipe	L.F.	\$180.00	22	22.00	0.00	22.00		3,960.0
41	18" Reinforced Concrete Apron	Each	\$1,320.00	1	1.00	0.00	1.00	\$	1,320.0
42	12" Nyloplast Drop Inlet	Each	\$1,900.00	1	0.00			-	-
43	12" HDPE Pipe	L.F.	\$105.00	65	0.00	0.00	0.00		-
44	12" Metal Apron	Each	\$605.00	1	0.00	0.00	0.00	-	-
45	Rip-Rap, Class 2	S.Y.	\$42.00	20	20.00	0.00	20.00		840.0
46	4" Solid Line - Parking Striping	L.F.	\$0.76	750	733.00	0.00	733.00		557.0
47	Handicap Loading Zones and Symbols	Each	\$45.00	5	6.00	0.00	6.00	\$	270.0
48	Temporary Rock Construction Entrance	Each	\$1,500.00	4	4.00	0.00	4.00	\$	6,000.0
49	Storm Drain Inlet Protection	Each	\$150.00	7	7.00	0.00	7.00	\$	1,050.0
50	Seeding	Acre	\$10,890.00	1	1.00	0.00	1.00	\$	10,890.0
51	Traffic Control	L.S.	\$10,350.00	1	1.00	0.00	1.00	\$	10,350.0
52	Ditch Check, Type 2	Each	\$60.00	7	0.00	0.00	0.00		-
53	Material Testing Allowance (\$1000)	L.S.	\$1,000.00	1	0.00	0.00	0.00	¢	-



### PARTIAL PAYMENT REQUEST FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Street Improvements Project No.: 9158 Location: St. Charles, MN Contractor: Dunn Blacktop Company Bid Price: \$3,153,574.73 Date: Jun. 30, 2023 Estimate #: 6 % Complete: 78.0% Quantity Quantity Completed Completed Quantity Previous This Completed

					Completed	Completed	Quantity	1
		1			Previous	This	Completed	1
Item No.	Description	Unit	Unit Price	Quantity	Estimates	Estimate	to Date	Total
	Schedule D - C	Change	Order No	o. 2				
1	Traffic Control	L.S.	\$1,500.00	1	0.00	1.00	1.00	\$ 1,500.00
2	Mill Bituminous Pavement (2.0")	S.Y.	\$5.50	2250	0.00	1810.00	1810.00	\$ 9,955.00
3	Remove Bituminous Pavement	S.Y.	\$12.00	320	0.00	329.00	329.00	\$ 3,948.00
4	Common Excavation	C.Y.	\$39.00	55	0.00	0.00	0.00	\$-
5	Class 5 Aggregate Base	Ton	\$24.00	100	0.00	17.00	17.00	\$ 408.00
6	Type SP Wearing Course Mix (2,B)	Ton	\$119.00	345	0.00	291.00	291.00	\$ 34,629.00

Net Payment this Estimate	\$ <b>49,935.60</b>
Less Previous Payments	\$ 2,435,297.82
Less 1% Retained Amount	\$ 25,103.37
Total Schedule D	\$ 50,440.00
Total Schedule C	\$ 724,690.77
Total Schedule B	\$ 302,767.61
Total Schedule A	\$ 1,432,438.40

2905 South Broadway Rochester, MN 55904-5515 Phone: 507.288.3923 Fax: 507.288.2675 Email: rochester@whks.com Website: www.whks.com



engineers + planners + land surveyors

June 29, 2023

Mr. Scott Bunke Public Works Director City of St. Charles 830 Whitewater Avenue St, Charles, MN 55972

RE: St. Charles, MN School Trail Improvements Pay Request No. 3

Dear Scott:

Enclosed is Pay Request No. 3 for work on the above referenced project. We recommend the City make payment in the amount of \$12,616.00 to:

Schumacher Excavating Inc. 50 Warren Avenue Zumbrota, MN 55992

Please contact me if you have any questions.

Sincerely,

WHKS & co.

D DSIL

Daren D. Sikkink, P.E.

DDS/cf

Enclosure

cc: Andrew Langholz, City of St. Charles Rick Schaber, City of St. Charles Cassie Smith, City of St. Charles Scott Schumacher, Schumacher Excavating Inc.

#### 2905 South Broadway Rochester, MN 55904 Phone 507-288-3923



### PARTIAL PAYMENT ESTIMATE

### FOR CONSTRUCTION WORK COMPLETED

Project:	School Trail Improvements
Project No .:	9300.00
Location:	St. Charles, Minnesota
Contractor:	Schumacher Excavating Inc.

Bid Price:	\$262,690.00
Date:	Jun. 29, 2023
Estimate #:	3
% Complete:	110%

Item		Contract		Unit	Quantity Completed Previous	Quantity Completed This	Quantity Completed	
No.	Description	Quantity	Unit	Price	Estimates	Estimate	to Date	Total
1	Mobilization	1.00		\$18,000.00				\$18,000.00
2	Traffic Control	1.00	L.S.	\$1,000.00		0.00	1.00	\$1,000.00
3	Clearing	1.60	Acre	\$18,000.00	2.16	0.00	2.16	\$38,880.00
4	Grubbing	1.60	Acre	\$5,000.00	2.16	0.000	2.160	\$10,800.00
5	Temporary Rock Construction Entrance	1.00	Each	\$1,000.00	1.00	0.00	1.00	\$1,000.00
6	Type 2 Ditch Check	12.00	Each	\$80.00	0.00	12.00	12.00	\$960.00
7	Silt Fence, Machine Sliced	3720.00	L.F.	\$2.00	3,380.00	220.00	3,600.00	\$7,200.00
8	Seeding	2.00	Acres	\$3,000.00	0.50	1.50	2.00	\$6,000.00
9	Erosion Control Blanket, Category 30	5700.00	S.Y.	\$2.00	2,000.00	3,700.00	5,700.00	\$11,400.00
10	Common Excavation (CV)	3625.00	C.Y.	\$10.00	3,699.10	0.00	3,699.10	\$36,991.00
11	Bituminous Wearing Course Mixture SPWEB240B	640.00	Ton	\$160.00	647.13	0.00	647.13	\$103,540.80
12	Aggregate Base, Class 5 (CV) (P)	820.00	C.Y.	\$35.00	894.10	0.00	894.10	\$31,293.50
13	18" GS Apron	1.00	Each	\$500.00	1.00	0.00	1.00	\$500.00
14	F&I 18" HDPE Culvert Pipe	26.00	L.F.	\$40.00	26.00	0.00	26.00	\$1,040.00
15	F&I 24" Nyloplast Structure with Dome Grate	1.00	Each	\$4,000.00	1.00	0.00	1.00	\$4,000.00
16	Riprap Class III	10.00	C.Y.	\$50.00	10.00	0.00	10.00	\$500.00
17	Pedestrian Ramp	2.00	Each	\$3,000.00	2.00	0.00	2.00	\$6,000.00
18	Topsoil Borrow	70.00	C.Y.	\$10.00	0.00	0.00	-	\$0.00
	Items without quantities							
19	Rock Excavation	180.00	C.Y.	\$50.00	180.00	0.00	180.00	\$9,000.00

Total Work Completed \$288,105.30

Less 5% Retainage\$14,405.27Less Previous Payments\$261,084.03

Net Payment this Estimate \$12,616.00



- Attended Meetings Regarding:
  - Planning Meeting
  - o Council Meeting
  - Chamber Meeting
  - Project Fine Meeting
  - Ambulance Steering Committee
  - SC Ambulance Service Town Hall
  - LMC Legislative Recap Webinar
  - Southeast Service Cooperative Meeting
- Ambulance
  - Meeting with Lewiston Ambulance Board & Administrator.
  - o Development and dissemination of materials for the following:
    - Steering Committee
    - Town Hall Meeting
    - Recruitment
- Building permit dispute between property owners.
- Job Descriptions/Postings/Planning
  - City Accountant
  - Lineworker/Maintenance Worker
- Compensation study information.
- Zoning Administration
  - Reviewed preliminary plat for Southfork Fifth Addition.
  - Nuisance remediation.
- Ordinance Review

### June 2023 Public Works Report:

### Street Department –

Mowing Ditches; Weed whipping; hauling compost pile; Cutting down trees; maintenance on the paint stripper; painting curbs & white lines (main street, parking lot, crosswalk, etc); repairs to street signs that got damaged; cleaning up trees at Whispering Hills Park; patching potholes; water trees; maintenance on equipment; spraying weeds (poison hemlock)

Water Department -

Daily rounds checking wells; lift station and towers; Changed out leaking check valves at booster station; changing out chlorine cylinders at pool & wells; doing water samples; put on new insulation on pipes in water tower; cut out broken curb stops and gate valves and replaced; located curb stops; haul compost and dirt finales on meter; cleaned the shop and getting ready for hosting a water class.

Electric Department –

De Energize Temp Elec. Service and energize new transformer and service (pick up and wreck old service), New primary put in on Brownell St.; Make up elbows & transformers; new 3-phase install out a NRB metals (2 junction boxes, 2 transformers, make up 15 elbows; sustain and power plant reports; work at power plant; put up squirrel guard on poles; install new single phase on Roberts Street; Dig in Basements and install transformers cut trees; doing locates; re-ordering and order products; put online new solar field hwy 74; Wash and clean trucks; hand out disconnect tags; disconnects and hook ups.

Sincerely Scott Bunke Director of Public Works St. Charles Police Department 830 Whitewater Ave. St. Charles, MN 55972 Chief, Jose Pelaez #601 (507) 932-8020



July 11, 2023

- Through the month of June, Officers completed *Professional Conduct and Ethics* (PATOL) training.
- Through the month of June, Officers completed LEXIPOL's policy Daily Training Bulletins.
- June 1<sup>st</sup>, Emergency Management Committee Meeting: members discussed reviewing and sharing current Emergency Operations Plans; upcoming training events and community events; participating in future joint training/exercise planning; and Critical Incident Management provided by area clergy.
- June 7<sup>th</sup>, the St. Charles Police Department received a \$500 check (Grant) from the St. Charles Area Community Foundation to support the recently reinstated Police Reserve Program.
- Squad car 22A (2022 Dodge Durango) is out of service until possibly the end of July due to a blown engine (gasket failure). St. Charles Chrysler had to order a new engine which will take weeks to get the parts. This repair will be covered under warranty.
- June 14<sup>th</sup>-15<sup>th</sup>, Sgt. Jones and Chief Pelaez attended the 2<sup>nd</sup> Annual School Safety Summit in Rochester, MN. The training was hosted by the Minnesota Region 1 Emergency Management and facilitated by the "I Love You Guys" Foundation. The training focused on a multidisciplinary activation of school reunification protocols.
- June 16<sup>th</sup>, members of the St. Charles Polices Department attended a Railroad 101 Response training. The training was facilitated by Safety Training and Response Strategies (STARS) and focused on how to respond to railroad emergencies. This training was provided in preparation for a multidisciplinary tabletop exercise.
- June 21<sup>st</sup>, Chief Pelaez was a guest reader at the St. Charles Library's Story Time.
- June 27<sup>th</sup> and 29<sup>th</sup>, Officers attended annual TASER and OC/CS Spray certification training.
- June 28<sup>th</sup>, members of the St. Charles Police Department participated in a multidisciplinary train-derailment tabletop exercise. The training was held at the St. Charles Community Center and was facilitated by STARS.

Respectfully submitted,

Chief, Jose Pelaez



## LEWISTON AMBULANCE & ST. CHARLES AMBULANCE



July 11, 2023 Council Report



Mayor Schaber & Council CC: Administrator Langholz

-Attached you will find reports for the month of June. The St. Charles crew handled 25 incidents for the month and made contact with 24 patients. 12 additional incidents were handled by the Lewiston crew & 1 by the Chatfield Ambulance. The YTD call total at the end of June was 156 incidents. This is a +75-increase compared to 2022 and due to more staffing than what was available last year. The monthly incident detail report is included that shows the dispatch reasons. Additional reports in the packet show the "on-call" schedule for the month of June along with a breakdown of "call hours" each member provided. 30 days x 24 hours of coverage= 744 hours x2 crew members=1,440 required hours. SC was staffed 1,180 hours (82% of the month) and the remaining 260 hours (18%) the truck was run out of Lewiston. The part-time paid staff you committed to have helped with day time coverage during the week and weekend. Ultimately our volunteers make the service what it is and they continue to be dedicated.

-We continue to promote our ride along program and have added new candidates over the last month. We will be interviewing interested applicants in the next 4-5 weeks.

-Training was conducted on 06/14/23 by our Training Officer Todd Cage. Members discussed proper documentation procedures and reviewed moral/legal circumstances.

-The new truck is due to arrive in late July/early August. Members will train on the new truck and equipment when it arrives.

-Plans have been discussed regarding the County Fair and the service will be staffed and mutual aid partners will assist where needed.

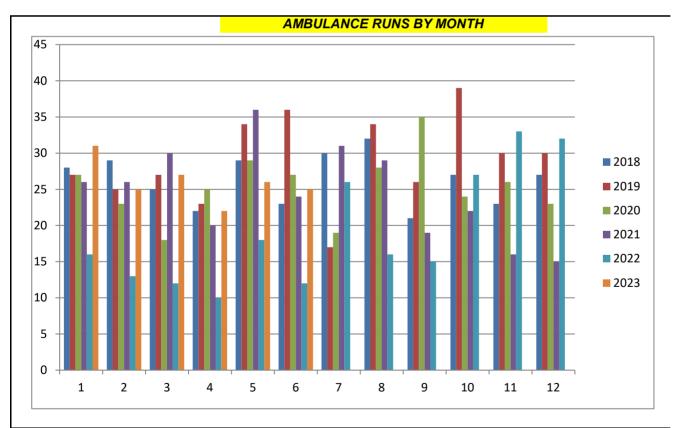
-The steering committee will update on the recent Town Hall Meeting along with the work they have done over the last month.

-Please feel free to contact me with any questions or concerns.

Matt Essig Director Lewiston Ambulance St. Charles Ambulance ambulance@lewistonmn.org ambulance@stcharlesmn.org 507-523-2982

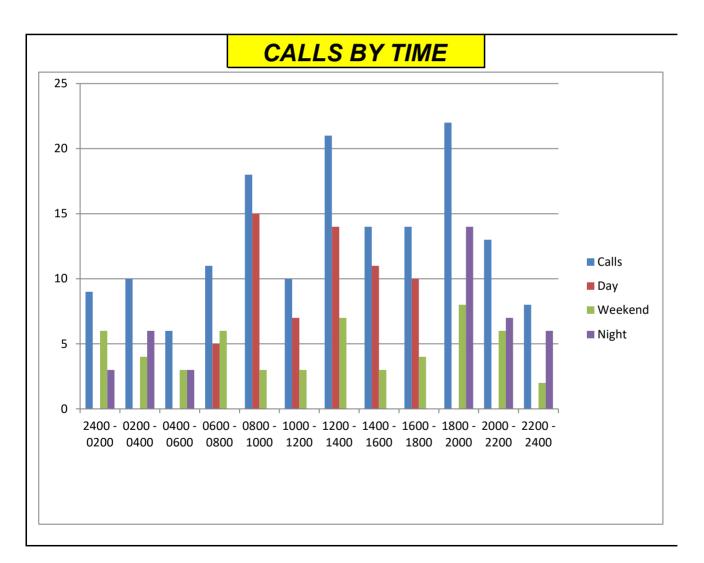
### St. Charles Ambulance Report 01/01/2023-06/30/2023

	2018	2019	2020	2021	2022	2023	Month Avg	Pts
January	28	27	27	26	16	31	25.83	28
February	29	25	23	26	13	25	23.50	25
March	25	27	18	30	12	27	23.17	26
April	22	23	25	20	10	22	20.33	22
Мау	29	34	29	36	18	26	28.67	23
June	23	36	27	24	12	25	24.50	24
July	30	17	19	31	26		24.60	
August	32	34	28	29	16		27.80	
September	21	26	35	19	15		23.20	
October	27	39	24	22	27		27.80	
November	23	30	26	16	33		25.60	
December	27	30	23	15	32		25.40	
Total Runs	316	348	304	294	230	156		148
Mid Year (June 30th)	156	172	149	162	81	156		
Monthly Avg	26.3	29.0	25.3	24.5	19.2	26.0		



### St. Charles Ambulance Report 01/01/2023-06/30/2023

Times	Calls	Day	Weekend	Night	Pts	]
2400 - 0200	9		6	3	9	
0200 - 0400	10		4	6	10	
0400 - 0600	6		3	3	5	
0600 - 0800	11	5	6		7	
0800 - 1000	18	15	3		17	
1000 - 1200	10	7	3		10	40% of Calls During Day
1200 - 1400	21	14	7		21	35% of Calls During Weekend
1400 - 1600	14	11	3		14	25% of Calls During Night
1600 - 1800	14	10	4		13	
1800 - 2000	22		8	14	21	
2000 - 2200	13		6	7	13	
2200 - 2400	8		2	6	8	
	156	62	55	39	148	]



June 2023 Incident Detail- SC Ambulance

Incident Date	Response #	Disposition	Complaint	Incident City
06/2023	SC 23-132	Treated & Transported by this EMS Unit	Medical Alarm	City of Saint Charles
06/2023	SC 23-133	Treated & Transported by this EMS Unit	Allergic Reaction/Stings	City of Saint Charles
06/2023	SC 23-134 No Treatment/Transport Required		Unconscious/Fainting/Near-Fainting	City of Saint Charles
06/2023	SC 23-135	No Treatment/Transport Required	Falls	City of Saint Charles
06/2023	SC 23-136	Treated & Transported by this EMS Unit	Sick Person	City of Saint Charles
06/2023	SC 23-137	Transport Refused by Patient (AMA)	Falls	City of Saint Charles
06/2023	SC 23-138	Treated & Transported by this EMS Unit	Back Pain (Non-Traumatic)	City of Saint Charles
06/2023	SC 23-139	Treated and Released (per protocol)	Falls	City of Saint Charles
06/2023	SC 23-140A	Standby - No Patient Contacts	Standby	City of Saint Charles
06/2023	SC 23-140B	Treated and Released (per protocol)	Traumatic Injury	City of Saint Charles
06/2023	SC 23-141	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
06/2023	SC 23-142	Treated & Transported by this EMS Unit	Pain	City of Lewiston
06/2023	SC 23-143	Treated and Released (per protocol)	Falls	City of Saint Charles
06/2023	SC 23-144	No Treatment/Transport Required	Falls	City of Saint Charles
06/2023	SC 23-145	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
06/2023	SC 23-146	Treated & Transported by this EMS Unit	Psychiatric Problem	City of Saint Charles
06/2023	SC 23-147	Treated & Transported by this EMS Unit	Pain	City of Utica
06/2023	SC 23-148	Treated, Transported by Private Vehicle	Traumatic Injury	City of Saint Charles
06/2023	SC 23-149	Treated and Released (per protocol)	Falls	City of Saint Charles
06/2023	SC 23-150	Treated & Transported by this EMS Unit	Sick Person	City of Saint Charles
06/2023	SC 23-151	Treated & Transported by this EMS Unit	Assault/Battery/Abuse Victim	City of Saint Charles
06/2023	SC 23-152	No Treatment/Transport Required	Falls	City of Saint Charles
06/2023	SC 23-153	Treated, Referred to Law Enforcement	Well Person Check	City of Saint Charles
06/2023	SC 23-154	Canceled Prior to Arrival at Scene	Falls	City of Saint Charles
06/2023	SC 23-155	Treated and Released (per protocol)	Breathing Problem	City of Saint Charles
06/2023	SC 23-156	Treated, Transferred Care to Another EMS Unit or Agency	Pain	City of Saint Charles

TOTAL INCIDENTS: 25 MUTUAL AID REQUESTS: 1 PATIENT CONTACTS: 24

### JUNE 2023 CALL HOUR REPORT

Member	Weekday	Weekend	Total	Ι
Fruth, Dave	117	155	272	
Cage, Todd	38	120	158	
Carlson, Aaron	98	40	138	
Ambulance, Lewiston	101	29	130 <sup>X2</sup>	
Schossow, Scott	82	37	119	
Smith, Jacob	48	69	117	
Loftus, Kenny	84.5	29	113.5	
Kramer, Katherine	83	24	107	
Boice, Nathan	100	6	106	
Majerus, Gary	37	43	80	
Chamberlin, Grace	69.5	0	69.5	I
Fohrman, Austin	64	4	68	
Graham, Mark	28	20	48	
Weissing, Friedrich	40	0	40	NEW HIRE 6/15
Engstrand, Kristine	20	18	38	
Arndt, Madison	24	12	36	
Essig, Matt	36	0	36	
Mockenhaupt, Jerel	33	0	33	
Market, Terese	8	10	18	INJURY
Pelaez, Cassara	18	0	18	
Burt, Shiela	2	15	17	
Hutsell, Jared	0	9	9	INJURY
Ferden, Sarah	8.5	0	8.5	I
Brindamour, Isaiah	0	8	8	NEW HIRE 6/15
Dailey, Paige	0	0	0	LOA
Ruhoff, Marshall	0	0	0	I
TOTALS	1139.5	648	1787.5	I

	RIDE ALON			
Borck, Emily	0	35	35	
Todd, Anna	20	12	32	
Rentz, Dominic	24	0	24	
Patzner, Rebecca	10	7.5	17.5	
Stejskal, Brittany	0	10	10	
Gasca Rojas, Juan	8	0	8	
Bornholdt, Kristi	0	0	0	DROPPED PROGRAM
Evjen, Britney	0	0	0	DROPPED PROGRAM
Kramer, Daniel	0	0	0	
Roussell, Brian	0	0	0	I
TOTALS	62	64.5	126.5	Ĩ

### 30 DAYS X 24 HOURS=720 HOURS X 2 CREW= 1,440 REQUIRED HOURS TO COVER LEWISTON COVERED 260 HOURS (18%) SC COVERED 1,180 (82%)

Jun 2023 - St Charles Ambulance	

Sun	Mon	Tue	Wed	Thur	Fri	Sat			
				Jun 1           SC Amb           Lewiston Ambulance         06:00-10:00           Grace Chamberlin         10:00-18:00           Jacob Smith         10:00-18:00           Aaron Carlson         17:00-06:00           Austin Fohrman         18:00-06:00           Scott Schossow         18:00-06:00	2 <u>SC Amb</u> Katherine Kramer Grace Chamberlin Dave Fruth Cott Schossow Todd Cage Gary Majerus 20:00-06:00 Cott Schossow 18:00-20:00 06:00-06:00 Scott Schossow 20:00-06:00 20:00-06:00 Scott Schossow 18:00-20:00 06:00-06:00 18:00-20:00 19:00 19:00-00 19:	3 <u>SC Amb</u> Todd Cage 06:00-06:00 Jared Hutsell 06:00-13:00 Dave Fruth 06:00-06:00 Kenny Loftus 13:00-18:00 Scott Schossow 18:00-06:00			
4	5	6	7	8	9	10			
SC Amb         06:00-08:0           Jared Hutsell         06:00-08:0           Scott Schossow         06:00-08:0           Dave Fruth         06:00-18:0           Emily Borck         06:00-05:0           Katherine Kramer         08:00-18:0           Kenny Loftus         14:00-18:0           Aaron Carlson         18:00-06:0           Scott Schossow         18:00-06:0	0         Grace Chamberlin         08:00-17:00           0         Friedrich Weissing         08:00-18:00           0         Kenny Loftus         17:00-06:00           0         Cassara Pelaez         17:00-20:00           0         Todd Cage         18:00-00:00           0         Dave Fruth         20:00-06:00	Dominic Rentz 18:00-06:00	SC Amb         06:00-09:00           Matt Essig         09:00-17:00           Jerel Mockenhaupt         09:00-18:00           Mark Graham         11:00-16:00           Nathan Boice         16:00-06:00           Aaron Carlson         17:00-06:00           Sarah Ferden         18:00-00:00           Kenny Loftus         00:00-06:00	SC Amb           Lewiston Ambulance         06:00-18:00           Austin Fohrman         18:00-06:00           Scott Schossow         18:00-06:00           Cassara Pelaez         18:00-20:00           Dave Fruth         20:00-06:00	SC Amb         06:00-10:00           Dave Fruth         06:00-10:00           Jacob Smith         10:00-06:00           Kristine Engstrand         10:00-18:00           Kristine Engstrand         10:00-16:00           Dave Fruth         18:00-06:00           Nathan Boice         18:00-06:00           Anna Todd         18:00-06:00           Todd Cage         * 00:00-06:00	SC Amb         06:00-06:00           Dave Fruth         06:00-06:00           Gary Majerus         06:00-18:00           Todd Cage         * 00:00-06:00			
11	12	13	14	15	16	17			
SC Amb         06:00-15:0           Dave Fruth         06:00-15:0           Lewiston Ambulance         15:00-18:0           Todd Cage         18:00-01:0           Mark Graham         18:00-21:0           Madison Arndt         18:00-06:0           Kristine Engstrand         21:00-06:0           Kristine Engstrand         * 00:00-06:0	0         Katherine Kramer.         10:00-18:00           0         Friedrich Weissing         10:00-18:00           0         Nathan Boice         18:00-06:00           0         Aaron Carlson         18:00-22:00           0         Dominic Rentz         18:00-06:00           0         Gary Majerus         22:00-06:00	SC Amb           Lewiston Ambulance 06:00-18:00           Nathan Boice         18:00-06:00           Kenny Loftus         18:00-06:00           Todd Cage         18:00-06:00           Anna Todd         18:00-02:00	SC Amb         06:00-08:00           Kristine Engstrand         06:00-18:00           Garz Majerus         00:00-18:00           Grace Chamberlin         09:00-18:00           Jerel Mockenhaupt         09:00-18:00           Madison Arndt         18:00-06:00           Grace Chamberlin         18:00-20:30           Kenny Loftus         20:30-06:00	SC Amb           Lewiston Ambulance         06:00-18:00           Austin Fohrman         18:00-06:00           Cassara Pelaez         18:00-20:00           Dave Fruth         18:00-06:00           Kenny Loftus         20:00-06:00	SC Amb         06:00-08:00           Dave Fruth         06:00-08:00           Gary Majerus         06:00-11:00           Katherine Kramer         08:00-20:00           Jacob Smith         08:00-20:00           Dave Fruth         11:00-06:00           Todd Cage         20:00-06:00           Aaron Carlson         20:00-06:00	SC Amb           Todd Cage         06:00-10:00           Austin Fohrman         06:00-10:00           Dave Fruth         06:00-15:00           Brittany Stejskal         08:00-18:00           Jacob Smith         10:00-20:00           Mark Graham         15:00-20:00           Lewiston Ambulance         20:00-22:00           Todd Cage         22:00-06:00           Kenny Loftus         22:00-06:00           Dave Fruth         22:00-06:00			
18	19	20	21	22	23	24			
SC Amb           Todd Cage         06:00-08:0           Kenny Loftus         06:00-08:0           Dave Fruth         06:00-18:0           Katherine Kramer         08:00-18:0           Jacob Smith         08:00-18:0           Rebecca Patzner         10:30-18:0           Lewiston Ambulance         18:00-06:0	SC Amb         06:00-08:00           0         Kristine Engstrand         06:00-08:00           0         Kenny Loftus         06:00-18:00           0         Friedrich Weissing         06:00-18:00           0         Katherine Kramer         08:00-21:00           0         Grace Chamberlin         10:00-18:00           0         Madison Arndt         18:00-20:00           Mark Graham         18:00-21:00           Anna Todd         18:00-06:00           Aaron Carlson         21:00-06:00	SC Amb Lewiston Ambulance 06:00-18:00 Nathan Boice 18:00-06:00 Scott Schossow 18:00-06:00 Cassara Pelaez 18:00-20:00 Aaron Carlson 20:00-06:00	SC Amb06:00-09:00Matt Essig09:00-17:00Mark Graham09:00-18:00Jerel Mockenhaupt09:00-15:00Rebecca Patzner15:30-01:30Nathan Boice17:00-06:00Todd Cage18:00-06:00Cassara Pelaez18:00-20:00Kenny Loftus21:00-06:00	SC Amb         06:00-14:00           Jacob Smith         06:00-14:00           Lewiston Ambulance         14:00-18:00           Austin Fohrman         18:00-06:00           Scott Schossow         18:00-06:00           Cassara Pelaez         18:00-20:00           Dave Fruth         20:00-06:00	SC Amb         06:00-08:00           Austin Fohrman         06:00-14:00           Dave Fruth         06:00-14:00           Matt Essig         08:00-14:00           Matt Essig         08:00-14:00           Lewiston Ambulance         14:00-21:00           Gary Majerus         21:00-06:00           Dave Fruth         21:00-06:00           Todd Cage         21:00-06:00	SC Amb         Todd Cage         06:00-18:00           Shiela Burt         06:00-12:00         06:00-72:00           Kristine Engstrand         07:00-17:00         08:00-16:00           Mark Graham         12:00-18:00         08:00-16:00           Mark Graham         18:00-06:00         18:00-06:00           Todd Cage         18:00-06:00         18:00-06:00			
25	26	27	28	29	30				
SC Amb         06:00-09:0           Todd Cage         06:00-09:0           Shiela Burt         06:00-09:0           Mark Graham         06:00-09:0           Lewiston Ambulance         09:00-18:0           Todd Cage         18:00-06:0           Mark Graham         18:00-21:0           Scott Schossow         21:00-06:0	0 Matt Essig 08:00-10:00 0 Friedrich Weissing 08:00-18:00 0 Grace Chamberlin 10:00-18:00 0 Aaron Carlson 18:00-06:00 0 Kenny Loftus 18:00-06:00 0 Cassara Pelaez 18:00-20:00 Todd Cage 20:00-00:00	SC Amb           Lewiston Ambulance 06:00-18:00           Nathan Boice         18:00-06:00           Scott Schossow         18:00-06:00           Aaron Carlson         18:00-06:00	SC Amb         06:00-09:00           Matt Essig         09:00-15:00           Jerel Mockenhaupt         09:00-18:00           Katherine Kramer         15:00-17:00           Nathan Boice         17:00-06:00           Shiela Burt         17:00-19:00           Sarah Ferden         18:00-20:30           Aaron Carlson         19:00-06:00           Dave Fruth <b>*</b>	SC Amb           Todd Cage         06:00-10:00           Dave Fruth         06:00-20:00           Mark Graham         06:00-17:00           Juan Gasca Rojas         06:00-14:00           Matt Essig         10:00-16:00           Jacob Smith         16:00-20:00           Cassara Pelaez         17:00-20:00           Austin Fohrman         20:00-06:00           Scott Schossow         20:00-06:00           Katherine Kramer         22:00-06:00	SC Amb           Austin Fohrman         06:00-08:00           Kenny Loftus         06:00-08:00           Dave Fruth         06:00-06:00           Katherine Kramer         08:00-18:00           Jacob Smith         08:00-18:00           Jacob Smith         18:00-20:00           Shiela Burt         18:00-00:00           Todd Cage         20:00-22:00           Kristine Engstrand         22:00-06:00           Kenny Loftus         ★ 00:00-06:00				
* Indicates time starts on followi	ng calendar day								

RED= LEWISTON AMBULANCE COVERED

YELLOW= LEWISTON FT EMPLOYEE

GREEN= PT. EMPLOYEE-SC

BLUE= RIDE ALONG CANDIDATE

NO COLOR= SC AMB VOLUNTEER

### **CITY OF ST. CHARLES**

### **ORDINANCE #654**

### AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA AMENDING ST. CHARLES ZONING DISTRICT TO REFLECT AN AMENDMENT OF THE ZONING MAP

### THE CITY OF ST. CHARLES DOES ORDAIN:

Section 1. That the following described real property located within the city limits of the

City of St. Charles, County of Winona, State of Minnesota, be rezoned from R1-M (Modular and

Mobile Home Residential) to I-2 (General Industry): Owners, Patrick and Wendy Heim. See

Attached Exhibit A, Winona County, Minnesota.

Section 2. That the zoning map be changed accordingly.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by the City Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest:

### Andrew Langholz, City Administrator

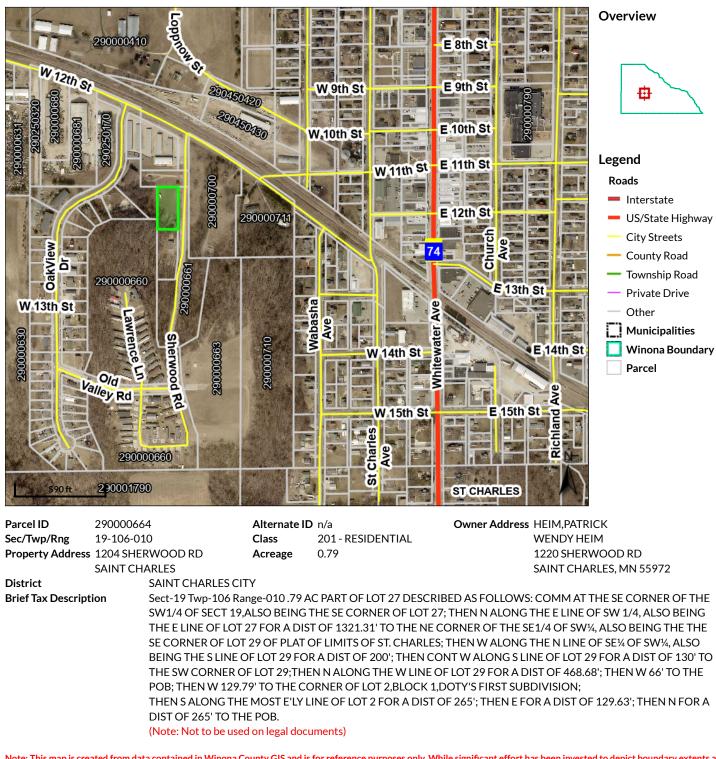
*First Reading*:

Second Rea	ding:			
Date:				
Ayes: Nays:				
Nays:				
Absent:				
Abstain				
N 11. 1 1				
Published:				

Date: \_\_\_\_\_

### Exhibit A

# Beacon<sup>™</sup> Winona County, MN



Note: This map is created from data contained in Winona County GIS and is for reference purposes only. While significant effort has been invested to depict boundary extents as accurately as possible per existing records, this map should not be considered a replacement for professional land survey.

Date created: 6/30/2023 Last Data Uploaded: 6/30/2023 2:05:03 AM



### City of St. Charles Resolution #22-2023

### A RESOLUTION DENYING THE GENERAL DEVELOPMENT PLAN, PRELIMINARY PLAT, CONSTRUCTION PLAN, GRADING PLAN, AND STORMWATER REPORT OF SOUTH FORK FIFTH ADDITION SUBDIVISION TO THE CITY OF ST. CHARLES, MINNESOTA

**WHEREAS,** City staff and the city engineers from WHKS received and reviewed a submission for a General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition which proposes a mixture of R-1 and R-4 zoned lots; and

**WHEREAS,** WHKS responded to the developer and the city with a letter identifying numerous errors and omissions and a recommendation that the entire project be resubmitted; and

**WHEREAS,** the General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition were forwarded to the Planning Commission for a public hearing and review on July 6, 2023; and

**WHEREAS**, upon holding a public hearing and review the Planning Commission made a recommendation to the City Council to deny the General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition based on the below Findings of Facts:

- 1. The General Development Plan and Preliminary Plat do not comply with the Subdivision Ordinance that states the proposed subdivision shall be coordinated with surround jurisdictions and/or neighborhoods, so that the City as a whole may develop efficiently and harmoniously.
  - a. GDP does not show access location for Outlot C and prospective lot layout for Outlot C.
  - b. GDP does not show how Brownell Street will terminate at Outlot B and prospective lot layout for Outlot B.
  - c. The Preliminary Plat cuts off access to the land east of the proposed subdivision.
- 2. The Construction Plan, Grading Plan, and Stormwater Report all have been reviewed and have received comment by WHKS, however, to date no substantive response has been received by the developer to correct the issues identified.
- 3. The subject property in the Preliminary Plat is currently zoned R-1. The applicant's proposal is proposing that the land be rezoned to R-4. (Submission shows R-3, developer clarified it is supposed to be R-4)

**WHEREAS**, the City Council on July 11, 2023 considered the recommendation of the Planning Commission and based on the findings of facts determined that the General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition did not meet the requirements for approval.

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

Hereby adopts Resolution #22-2023 denying the South Fork Fifth Addition General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition.

Adopted by the City Council of the City of St. Charles, Minnesota this 11<sup>th</sup> day of July, 2023.

John Schaber, Mayor

Attest:

Andrew Langholz, City Administrator



### <u>Memorandum</u>

To: St. Charles Planning and Zoning Commission
From: Andrew Langholz, City Administrator
Date: June 30, 2023
Subject: South Fork Fifth Addition General Development Plan and Preliminary Plan Submittal

### **REQUEST INFORMATION:**

Property-owner and developer Mitch Walch submitted an updated General Development Plan (GDP) and Preliminary Plat along with other materials for consideration for the South Fork Fifth Addition (SFFA).

Attached to this memo you will find the following documents:

- Comment letter from G-Cubed regarding a previous submittal from Mr. Walch.
- SFFA General Development Plan
- SFFA Preliminary Plat
- SFFA Construction Plans
- SFFA Grading Plans
- Review of GDP, Preliminary Plat, Plans and Stormwater from WHKS

A separate attachment will be sent for the SFFA Drainage Report, as it is a large document.

### **BACKGROUND:**

Mr. Walch made a previous submission regarding the SFFA that was tabled due to changing plans and incomplete information. Since February 2023, I've had multiple meetings with Mr. Walch to discuss his vision for the tract of land he owns. This includes the proposed location for the SFFA and a large piece of land to the east that is undeveloped.

Overall, the takeaway from this memo is that WHKS, the Director of Public Works, and I all are recommending the denial of the submission due to the caliber of the submission and how it fails to align with the Subdivision Ordinance.

I encourage the Planning Commission to refer to the letter from WHKS for comment regarding each piece of the submission.

### **GENERAL DEVELOPMENT PLAN (SKETCH PLAN):**

The St. Charles Subdivision Ordinance states that all applicants shall present a Sketch Plan (also commonly known as a General Development Plan) to the Zoning Administrator prior to filing a preliminary plat. The intention of the sketch plan is to ensure that proposed subdivision be coordinated with surrounding jurisdictions and/or neighborhoods, so that the City as a whole may develop efficiently and harmoniously. However, both the Sketch Plan and Preliminary Plat were submitted simultaneously.

Prior to Mr. Walch purchasing the land in this submission, Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHA) owned the property. This is where other South Fork Additions have been built. SEMMCHRA submitted a sketch plan of the entire tract of land which laid out streets, utilities, and single-family homes. The city believed this sketch plan was still being followed by the developer, since his previous development was very similar to the original sketch plan. However, Mr. Walch informed me that he would no longer be following that layout. I explained to Mr. Walch that he must submit a new sketch plan, which is what you have been provided. I did share my concerns with Mr. Walch about the Sketch Plan and told him that I would recommend against its approval. Unfortunately, Mr. Walch continued with the submission and has made no attempt to make any recommended adjustments.

Refer to the letter from WHKS for their input regarding the General Development Plan.

# PRELIMINARY PLAT, CONSTRUCTION PLANS, GRADING PLAN, STORMWATER REPORT:

Upon review of the submission by the developer, WHKS requested a meeting with me. WHKS shared that the submission had numerous errors and omissions, which made it difficult for them to provide a comprehensive assessment. Ultimately, WHKS requested that all portions of the submittal be resubmitted, though WHKS did offer some feedback for each piece of the submission.

Refer to the letter from WHKS for their input regarding the Preliminary Plat, Construction Plans, grading Plan, and Stormwater Report.

**RECOMMENDATION:** As the Zoning Administrator for the City of St. Charles, I recommend the Planning Commission forward a recommendation for denial for the Sketch Plan and the Preliminary Plat submission to the City Council. The developer has not made any attempt to rectify any of the items identified in the letter from WHKS and no further effective communication has occurred. A finding of facts has been provided below.

### The Finding of Facts are as follows:

- 1. The General Development Plan and Preliminary Plat do not comply with the Subdivision Ordinance that states the proposed subdivision shall be coordinated with surround jurisdictions and/or neighborhoods, so that the City as a whole may develop efficiently and harmoniously.
  - a. GDP does not show access location for Outlot C and prospective lot layout for Outlot C.
  - b. GDP does not show how Brownell Street will terminate at Outlot B and prospective lot layout for Outlot B.
  - c. The Preliminary Plat cuts off access to the land east of the proposed subdivision.
- 2. The Construction Plan, Grading Plan, and Stormwater Report all have been reviewed and have received comment by WHKS, however, to date no substantive response has been received by the developer to correct the issues identified.
- 3. The subject property in the Preliminary Plat is currently zoned R-1. The applicant's proposal is proposing that the land be rezoned to R-4. (Submission shows R-3, developer clarified it is supposed to be R-4)

If a recommendation for denial is made, a resolution will be drafted representing the recommendation from the Planning Commission to deny the General Development Plan, Preliminary Plat, Construction Plan, Grading Plan, and Stormwater Report of South Fork Fifth Addition based on the above stated findings of facts.



March 23, 2023

Daren Sikink WHKS 2905 South Broadway Rochester, MN 55904

RE: Plan Review for South Fork Additions Fifth dated September 29th, 2022

Dear Daren,

Below is a summary of our responses to the September 29<sup>th</sup>, 2022 plan review for South Fork Additions Fifth Plans in the format you provided:

### **Comments:**

- 1. Noted.
- 2. A new GDP has been created and is part of this submittal packet. Access to Outlot B now Outot C is still up for discussion but should not hinder or hold up this phase of construction.
- **3.** That is correct the infiltration basin will no longer serve its purpose and flow is directed to the existing stormwater pond.
- 4. Noted.
- **5.** a. Outlot acreages have been added.
  - b. A label for Roberts Street has been added.
  - c. 30' drainage easements contain the proposed swales.
  - d. Proposed drainage easement labels are now depicted.
  - e. Outlot A shows the parcel for Mitch Walch's residence.

f. A 50' utility easements encompasses the water, sanitary, and storm infrastructure at the end of Brownell Street.

- 6. North arrows can be found on the sheets.
- 7. Easements both proposed and existing are labeled on the plan sheets.
- 8. Structure types for CB 2 & 3B now match throughout the plans.
- **9.** The storm sewer alignment was established in 2003 at the time of phase one construction. Moving CB 2 east or west is still not a viable option due to the size of the manhole required and angle of the inletting pipes. A possibility is to move CB 2 east and run the trunkline through the structure and then to CB 3A.
- **10.** Without knowing the future layout of Lot 6, Block 1 it is difficult to determine the correct location and size of services. Connections are available offstreet to the east for future development.
- **11.** An Inserta Tee Connection note was added to sheet 2 of the construction plans under construction notes.
- **12.** The storm sewer alignment and grade was established in 2003 at the time of phase one construction. Due to site constraints in elevations, slopes, and pipe sizing additional cover cannot be provided between the storm sewer and finished street grade.

- **13.** The cul-de-sac grade of 0.40% now reflects the minimum of 1.0% and additional spot elevations added.
- 14. The maximum spacing between hydrants is 400' and the spacing between the existing fire hydrant on Roberts Street and the proposed hydrant located at the SE corner of Lot 3 Block 1 is 379'. If the proposed hydrant was moved to the SE corner of Lot 1 Block 1 we would then be required to add an additional hydrant in the cul-de-sac to accommodate Lot 5 Block 1.
- **15.** The grading around Outlet 1 was adjusted and the Outlet shortened to maintain cover over the pipe.
- 16. Non-applicable information on Std. Plt. No. 4-01 is crossed out as needed.
- **17.** Sanitary Sewer services shall be 4" PVC SDR 26 as stated on page 2 of the construction plans. All sanitary services are 48' in length (33' to property line & 15' into property).
- 18. a. Additional drainage flow arrows where added to the grading plan.b. A sentence for silt fence placed behind the top back curb was added to Note 1 of the General Erosion Control and Construction Notes found on Sheet 2 of the grading plan.c. The existing 20' Trail Easement layer has been turned on and is now depicted on the plans.
  - d. All added drainage easements are depicted and labeled.
  - e. The scale is now correctly depicted at 1"=40'.

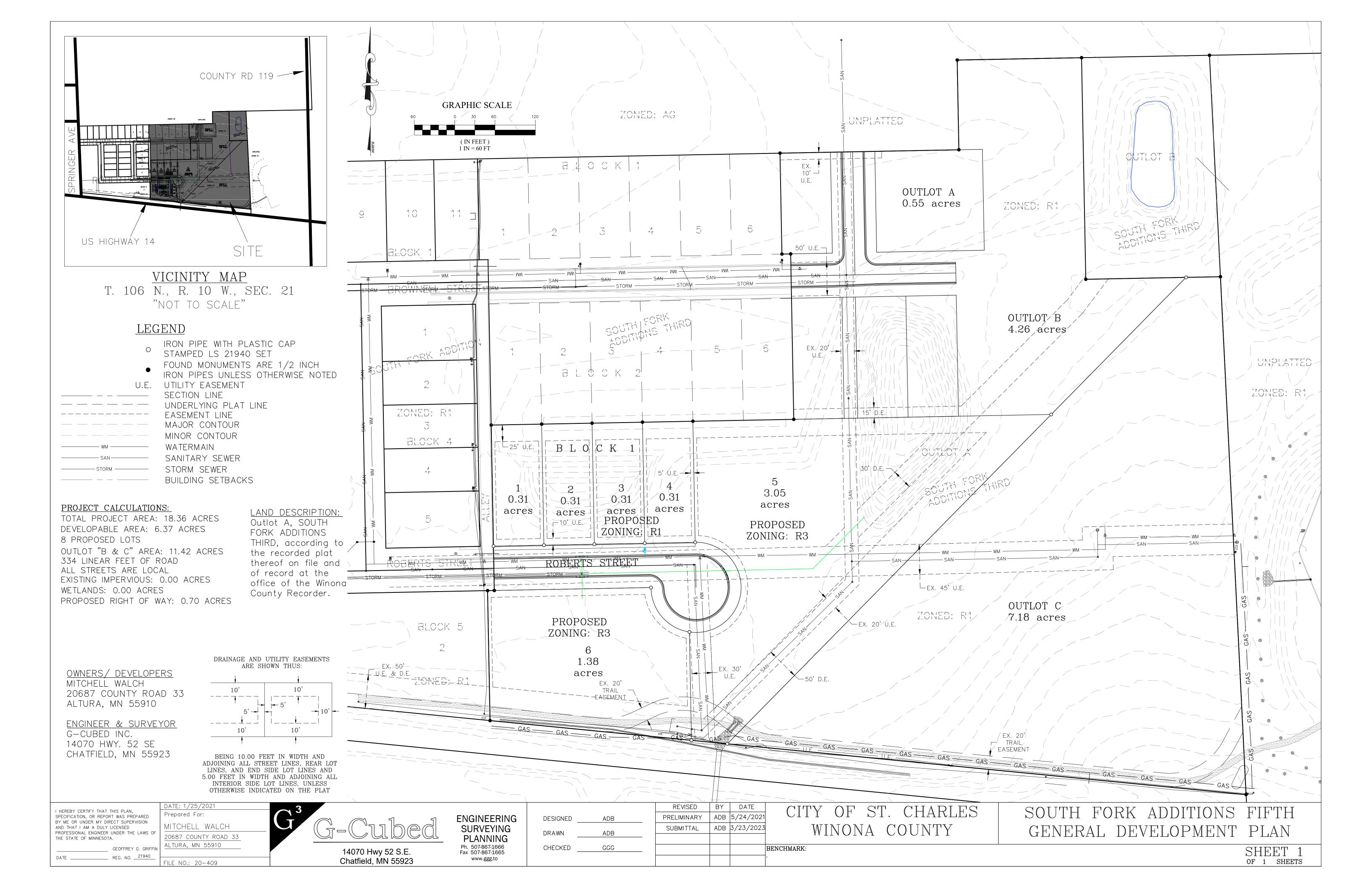
f. A note on the grading plan states to install temporary ditch checks per Rochester Standard Plate 7-03 which can be found on sheet 5 of the construction plans.

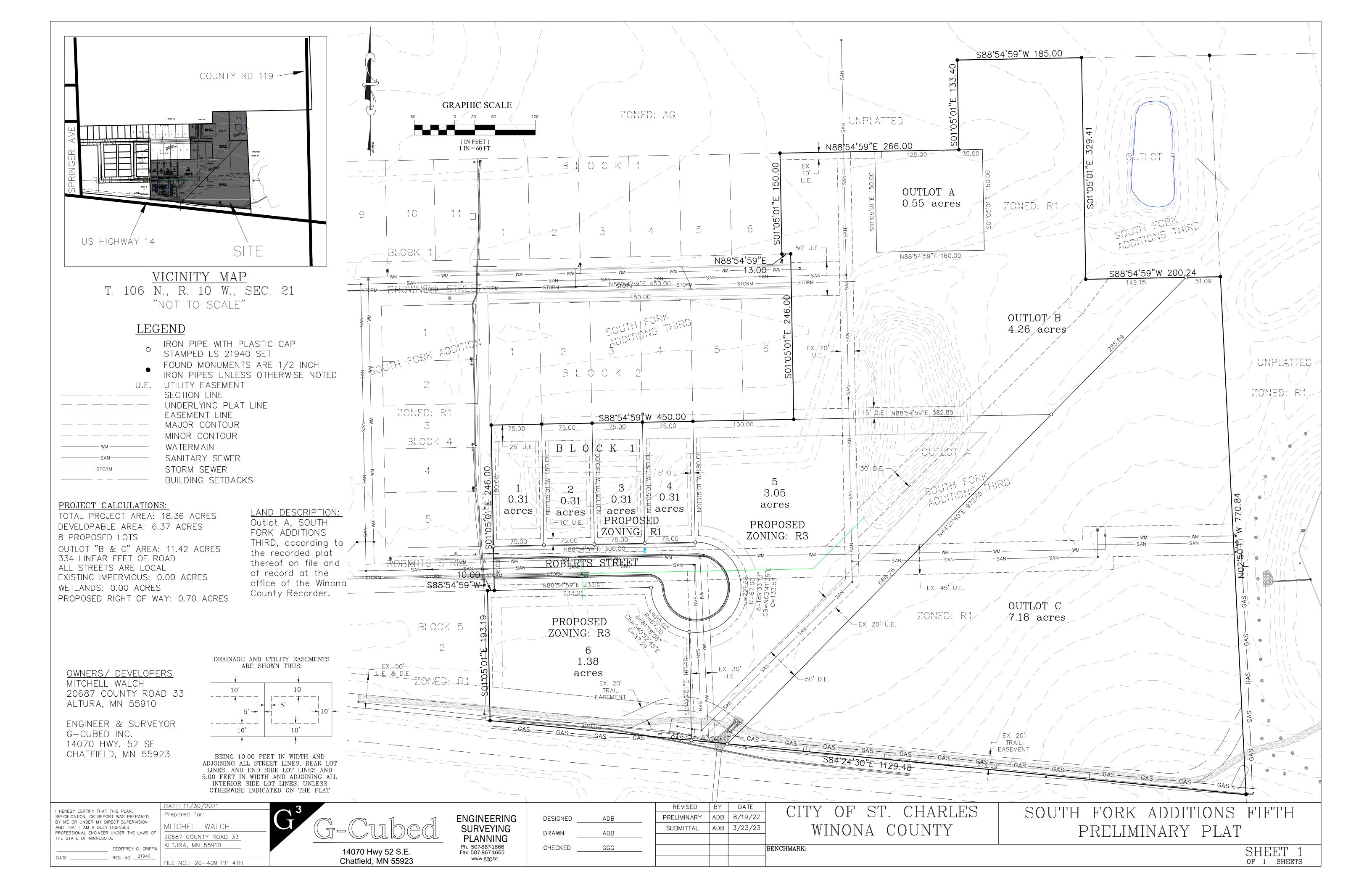
- g. Inlet Protection is shown on the plans.
- **19.** Noted.
- **20.** Noted.

Feel free to contact with any questions. 507-867-1666 ext.101 andrewb@ggg.to

Thank you,

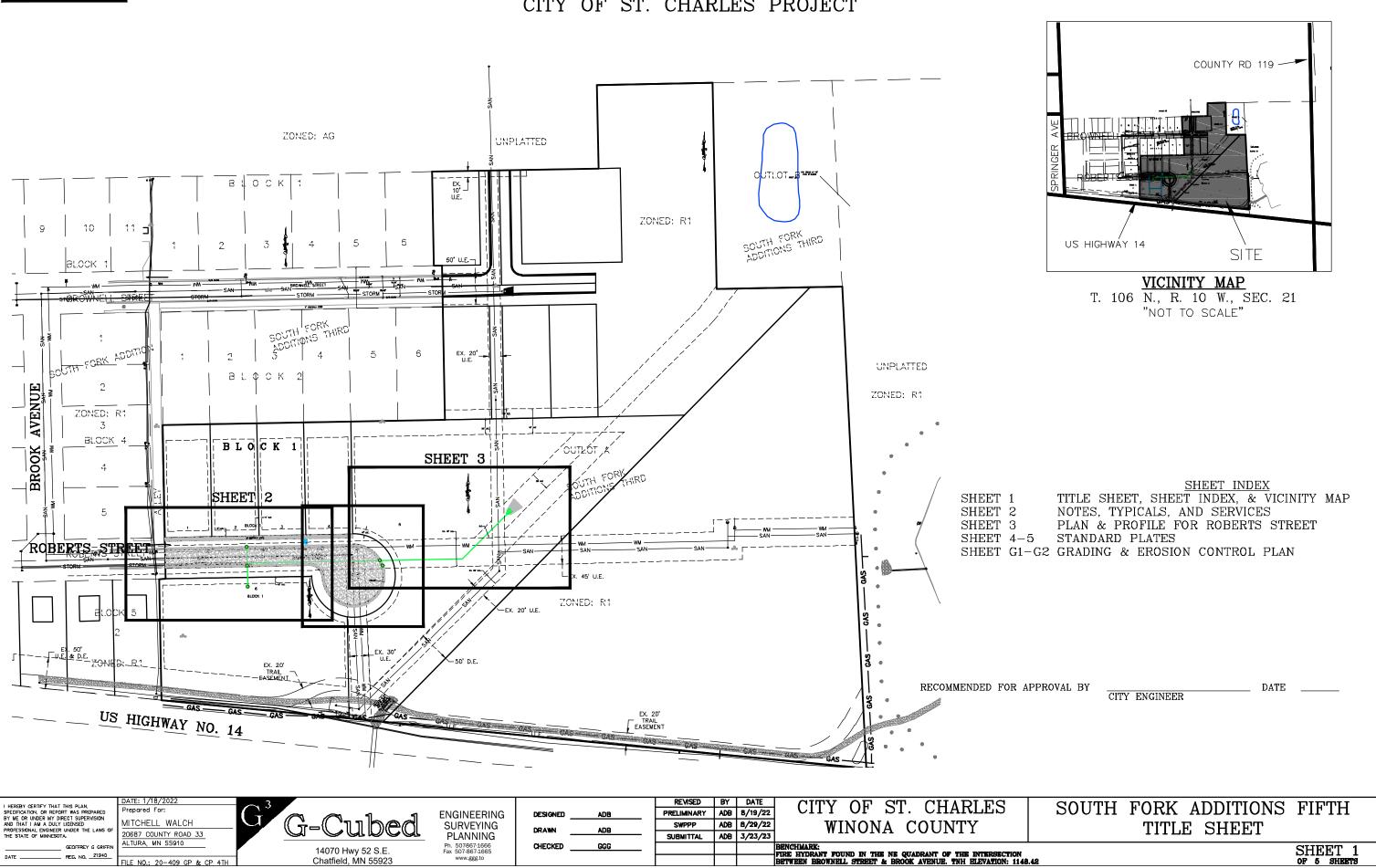
Andrew Buck

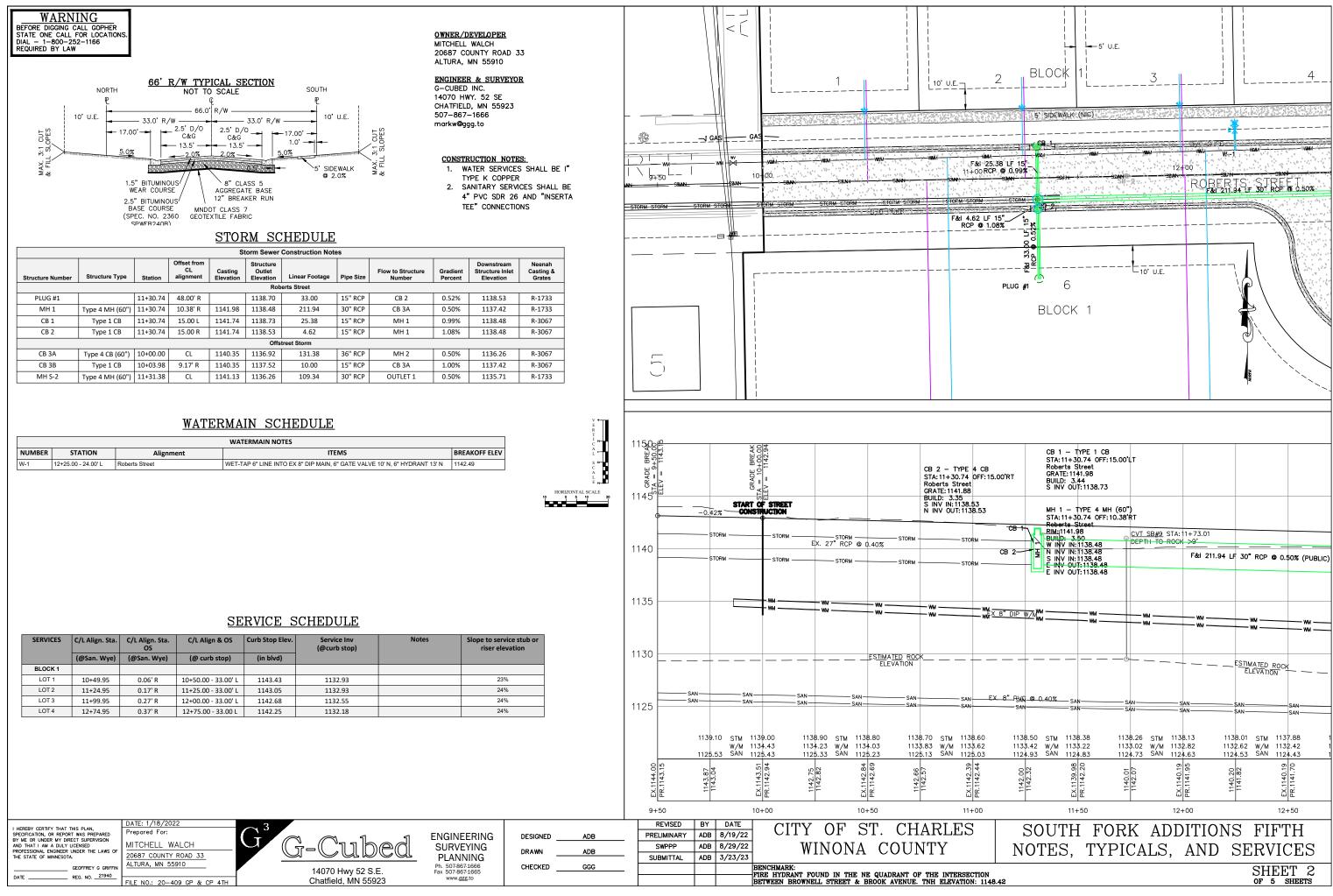




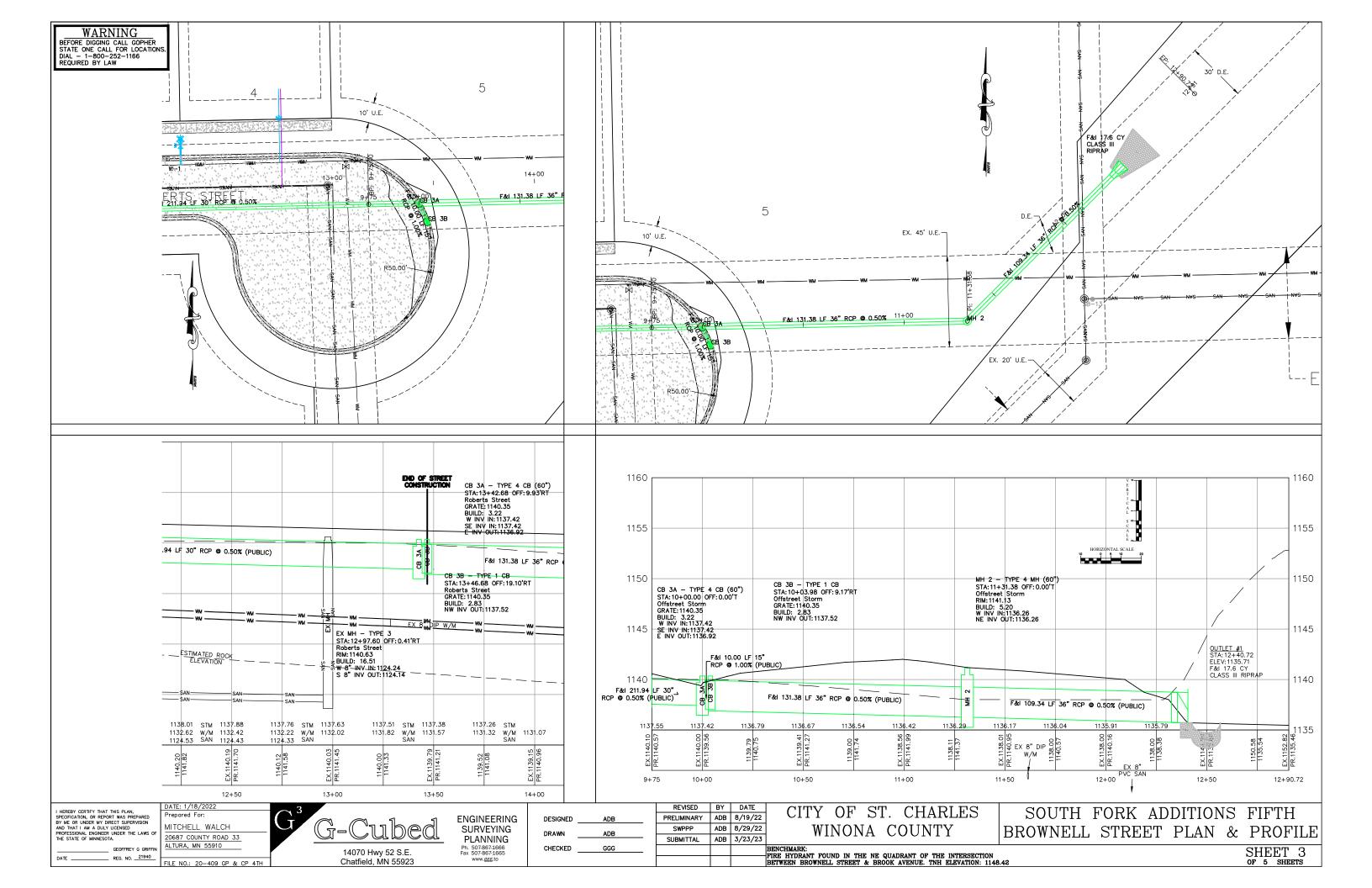


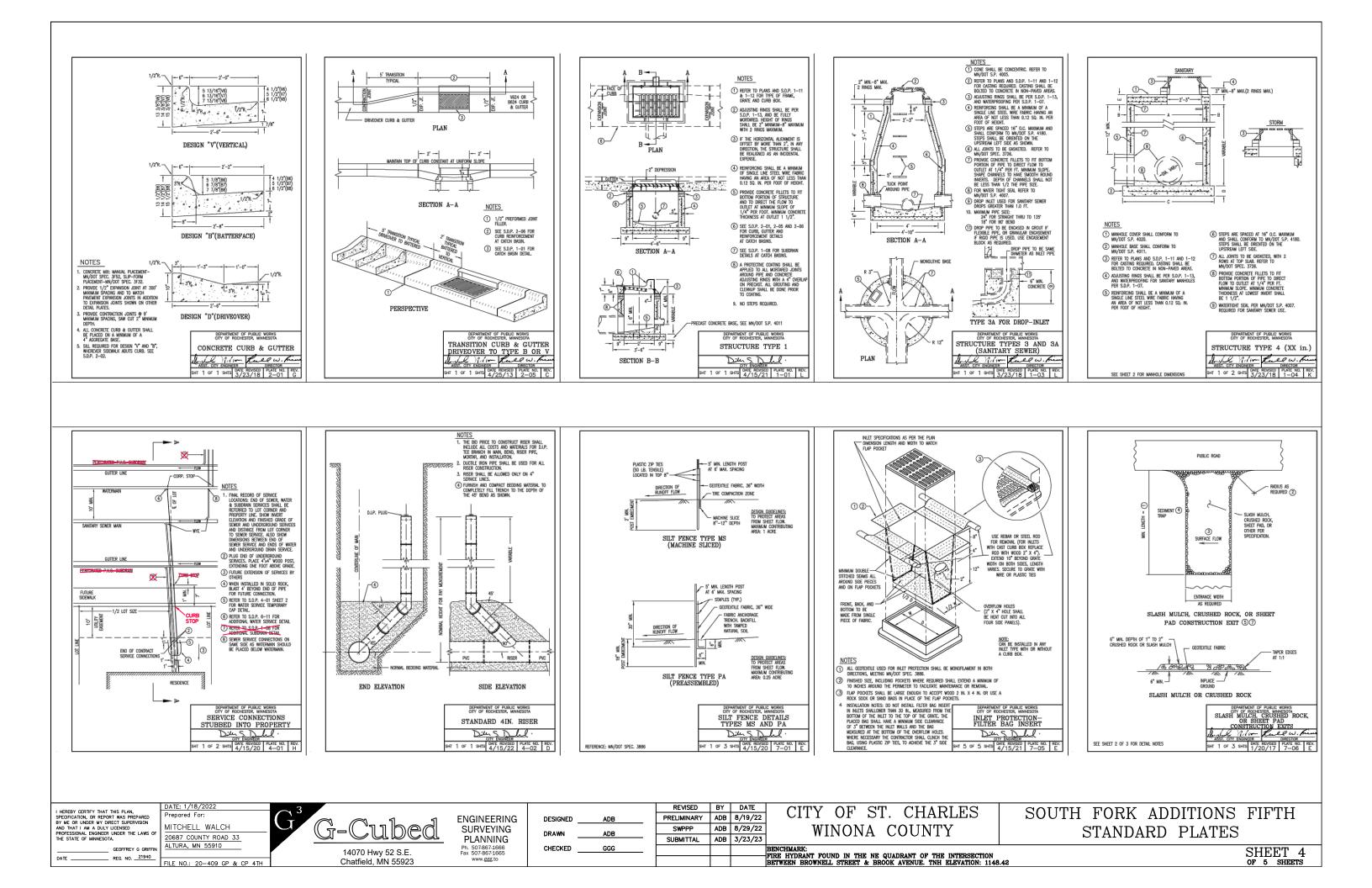
### CONSTRUCTION PLANS FOR SOUTH FORK ADDITIONS FIFTH CITY OF ST. CHARLES PROJECT

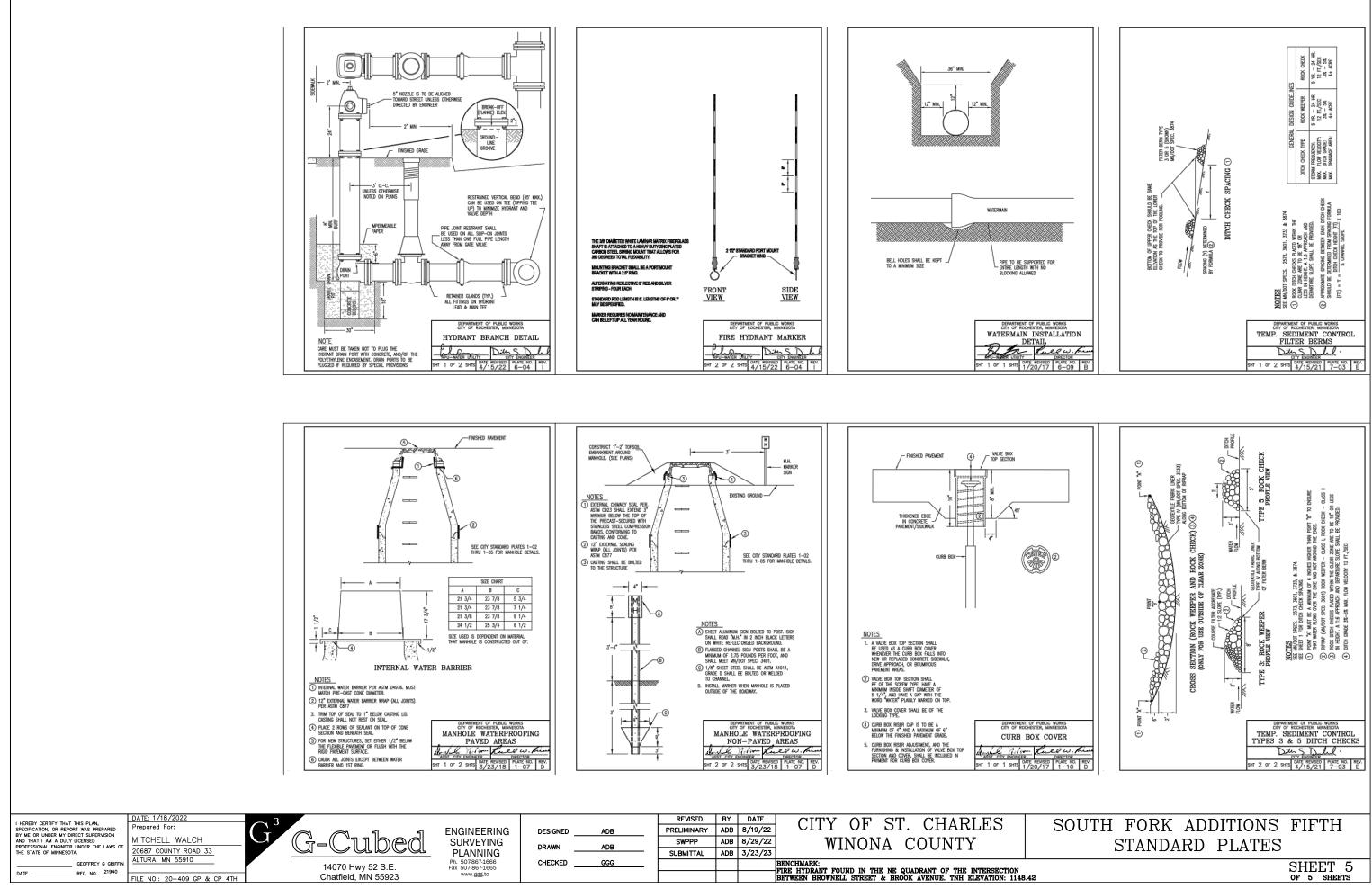


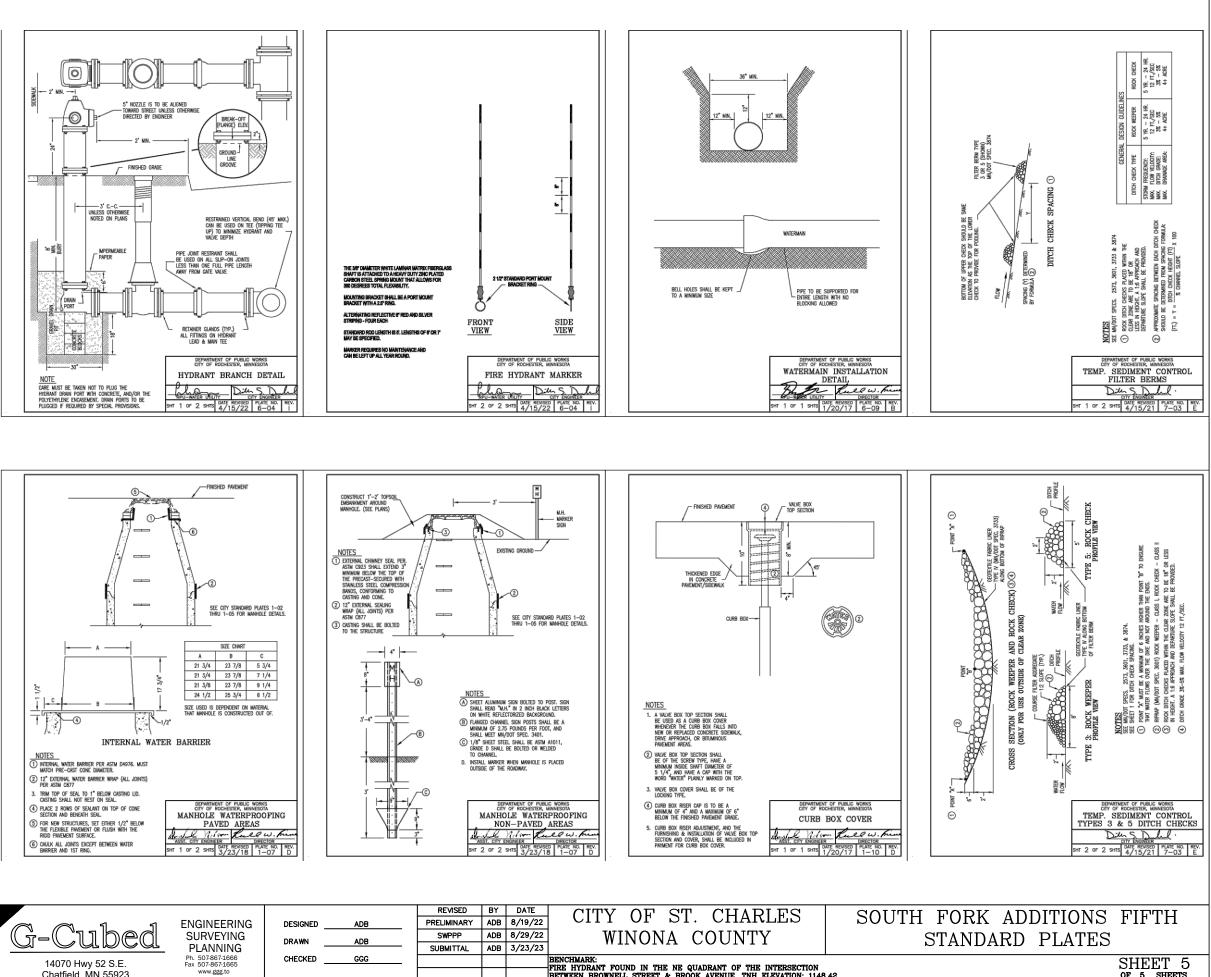


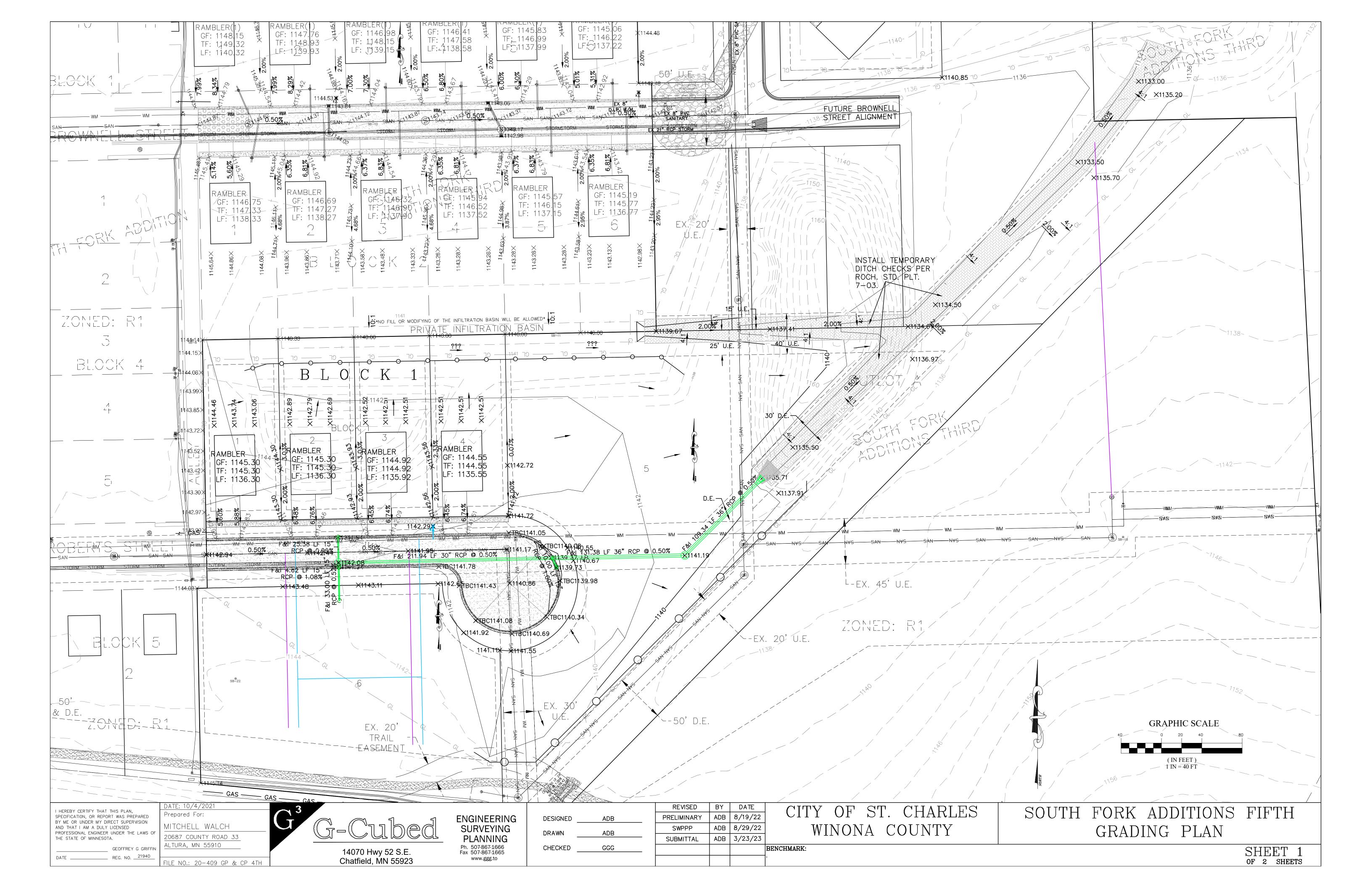
														``			
												NOIGH			``	<.	
												1.				``	·
						-											
				YPE 1 C													
		STA: 1 Rober		0.74 OFF treet	:15.001	T											
0'RT		GRATI	E: 114 : 3.4	41.98 44													
		SINV	ŌŪ	44 T: 1138.73	3												
				YPE 4 M 0.74 OFF													
CB 1		Rober RIM:1	ts S	treet			CD //0	CTA:	1.77	01							
	$-\lambda$	PUII D	. 3	50 1138.48	- 0	DEP	<u>SB#9</u> : TH TO	STA: 1 ROCK	1+73. >9'	.01							
СВ 2—	- 1	N INV	/ IN:	1138.48	- +			-	F&I	211.9	94 I F	 30"	RCP	@ ^ ·	50%		
	ΗU			1138.48 1:1138.48	3								NO	<b>e</b> 0	0%	(FUBL	
		EINV	00	T: 1138.48	5												
3" DIP N	wZMWM			WM			w		— wv	<i>ı</i> —			M				
						-"	w						MM —			• WM — • WM —	
					0							STIM	ATED	ROCH			
													EVATIO	JN			
-8" -FSVA 		40%	— SAI — SAI		S/				AN			AN-			SAN-		
SAN			- 3AI	•	S/	ιn —		— s	4N			AN—			SAN-		
	8.50 3.42	STM	1138 1133			8.26 3.02	STM W/M	1138 1132			1138 1132		STM W/M		7.88 2.42		1
	5.42 4.93	W/M SAN	1124			9.02 4.73	W/M SAN	1124			1124		W/M SAN		2.42 4.43		1
0	5		98	20	-	2		19	.95			5		19			
1142.00	42.3		139.	142.	1140.01	42.0		EX.1140.19	141.		1140.20	1141.8		EX.1140.	141.		
114	Ė		EX.1139.98	PR.1142.	1	Ė		EX.1	PR.1141		117	É		EX.1	PR.1141		
																	_
			11+	-50				12+	00					12-	+50		
(	SO	UΊ	٦H	[ F(	OR	Κ	ΑT	)D	IT	IO	NS	5	FΙ	F٦	Ή	[	
																-	
IN	UΊ	L こ	>,	ΤY	PI(	JA	LD.	,	AΝ	٩D	ľ	>본	R	/10	Ľ	J.	
													SH	नान	T.	2	
2															I I SHEI		

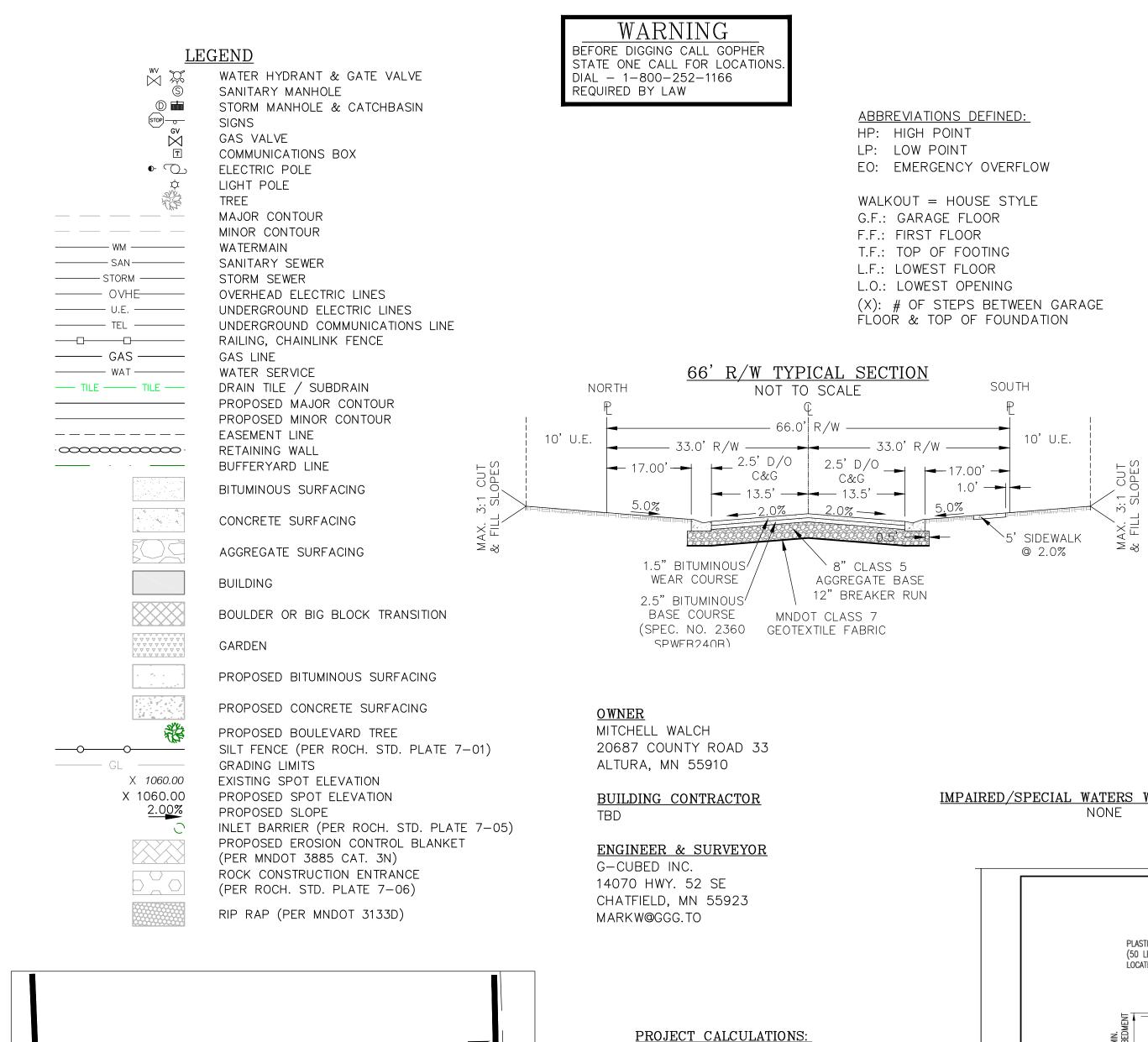


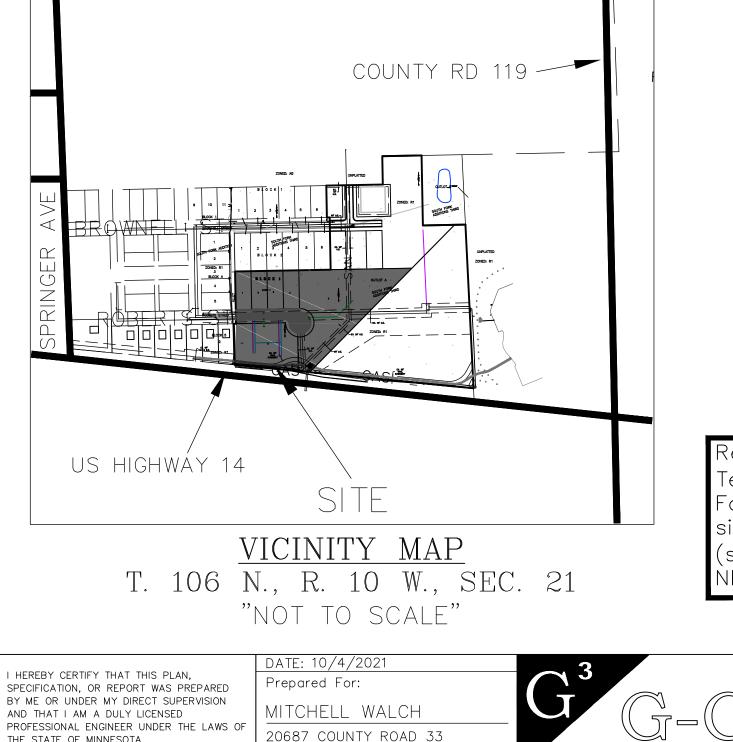












ALTURA, MN 55910

FILE NO .: 20-409 GP & CP 4TH

THE STATE OF MINNESOTA.

DATE \_\_\_\_\_ REG. NO. \_\_\_\_\_21940

GEOFFREY G GRIFFIN

Refer to the MPCA Notice of Termination / Permit Modification Form to transfer a portion of the site to a new owner or contractor (subdivision registration). NPDES Reference #

TOTAL PROJECT AREA: 19.83 ACRES

TOTAL DISTURBED AREA: 6.83 ACRES

EXISTING IMPERVIOUS: 0.00 ACRES

DEVELOPED AREA: 6.37 ACRES

NEW IMPERVIOUS: 0.82 ACRES

WETLANDS: 0.00 ACRES

QUANTITIES:

14070 Hwy 52 S.E.

Chatfield, MN 55923

CUT - 28,332 CY

FILL + 13,033 CY

RIGHT OF WAY: 0.70 ACRES

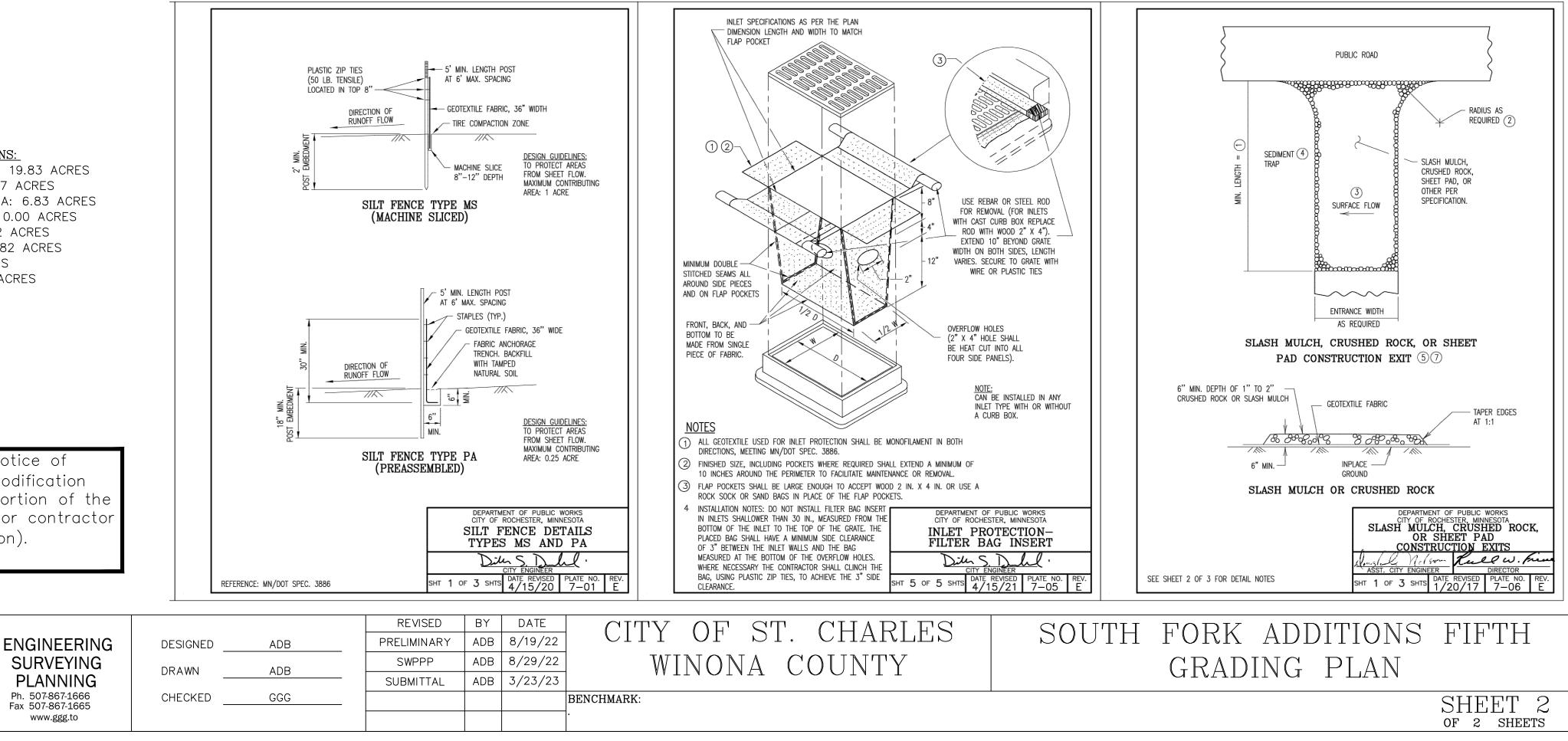
TOTAL IMPERVIOUS: 0.82 ACRES

PLANNING Ph. 507-867-1666 Fax 507-867-1665 www.ggg.to

# GENERAL EROSION CONTROL AND CONSTRUCTION NOTES:

- 1) PLACE MACHINE SLICED SILT FENCE AS SHOWN ON THE PLANS AND WHERE DIRECTED BY THE ENGINEER, AT TOE OF FILL SLOPES, BEHIND THE TOP BACK OF CURB AND MAINTAIN UNTIL TURF HAS BEEN WELL ESTABLISHED. (INSTALLATION OF SILT FENCE MUST TAKE PLACE PRIOR TO DISTURBING THE WATERSHED). INSTALL AND MAINTAIN INLET PROTECTION AT ALL CATCHBASINS AND INLETS LOCATED WITHIN THE PROJECT AND IMMEDIATELY DOWNSTREAM OF THE PROJECT.
- PER ROCHESTER STD. PLATE 7-06, CLOSE OTHER ENTRANCES WITH SILT FENCE.
- IF STOCKPILE WILL BE INPLACE MORE THAN 14 DAYS.
- FENCE INSTALLED AROUND THE DOWN SLOPE EDGE TO PREVENT DOWNSTREAM SEDIMENTATION. TEMPORARY COVER SHALL BE ESTABLISHED AFTER 14 DAYS. 5) ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- 6) THE CONTRACTOR SHALL ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING.
- 7) THIS PROJECT DOES REQUIRE AN NPDES PERMIT BASED ON AREA DISTURBED AND DOES NOT REQUIRE A PERMANENT STORM WATER MANAGEMENT SYSTEM/TREATMENT DUE TO THE INCREASE IN IMPERVIOUS SURFACING BEING LESS THAN ONE ACRE. A SWPPP HAS BEEN PREPARED FOR THIS PROJECT AND SHALL BE PART OF THESE PLANS. BEST MANAGEMENT PRACTICES BEYOND WHAT MAY BE SHOWN ON THIS PLAN OR WITHIN THE SWPPP SHOULD BE CONSIDERED IF GRADING CAUSES EROSION NOT CONTAINED BY MEASURES SHOWN ON THIS PLAN.
- 8) RESPREAD TOPSOIL (4" MIN.), FERTILIZE, SEED, & DISK ANCHOR MULCH ALL DISTURBED AREAS. SOD OR SEED WITH MNDOT MIXTURE 25-131 WITH THE FOLLOWING ADDITIONS. FERTILIZER SHALL BE 24-12-24 AND BE APPLIED AT A RATE OF 300 LBS/ACRE.
- MIXTURE 25-131 SEEDING SHALL BE APPLIED AT A RATE OF 220 LBS/ACRE.
- MIXTURE 33–261 SEEDING SHALL BE APPLIED AT A RATE OF 35 LBS/ACRES. (STORMWATER FACILITIES) MULCH SHALL BE APPLIED AT A RATE OF 2 TONS/ACRE.
- \*THE SEASON FOR SEEDING SHALL BE FROM APRIL 1ST JUNE 1ST AND JULY 20TH SEPTEMBER 20TH, AND AS DORMANT SEEDING AFTER NOV. 1ST. ONLY TEMPORARY SEEDING WILL BE ALLOWED SEPT. 20TH - NOV. 1ST) (REFERENCE MNDOT SEEDING MANUAL FOR ADDITIONAL SEEDING INFORMATION) TEMPORARY SEED WITH MNDOT MIX 22-111 (MAY 1ST THRU AUGUST 1ST) OR MNDOT MIX 22-112 (AUGUST 1ST THRU OCTOBER 1ST) AT A RATE OF 100LB/ACRE. INCLUDING DISK 9)
- ANCHORED MULCH ON ALL SLOPES GREATER THAN 200' OR 5%.
- MAY BE: APPROVED FACILITIES OFFSITE. PORTABLE ONSITE FACILITIES, OR FACILITIES CONSTRUCTED ONSITE. ON SITE CONSTRUCTED FACILITIES SHALL HAVE A LEAK-PROOF, IMPERMEABLE LINER AND FOLLOW THE CONSTRUCTION. MAINTENANCE AND REMOVAL PROCESSES AS RECOMMENDED ON THE MPCA WEBSITE (HTTP://WWW.PCA.STATE.MN.US/PUBLICATIONS/WQ-STRM2-24.PDF).
- 11) OWNER HAS BEEN MADE AWARE THAT THERE ARE DESIGN SLOPES LESS THAN 2% AND ACCEPTS ANY ISSUES THAT MAY RESULT FROM THIS DESIGN.
- 12) DITCHES WITHIN 200' OF SURFACE WATER OR PROPERTY LINE STABILIZED IN 24 HOURS AFTER CONNECTION. 13) SLOPES STEEPER THAN 4:1 AND 4:1 SLOPES LONGER THAN 30' ARE SEEDED AND PROTECTED WITH EROSION CONTROL BLANKETS OR SODDED AND STAKED. BLANKET CATEGORY 3N
- PER MNDOT 3885. SLOPES STEEPER THAN 4:1 ARE STABLE FROM LAND-SLIDING AND SURFACE EROSION. 14) MINIMIZE CONSTRUCTION TRAFFIC OVER UNPAVED AREAS OF THE SITE.
- 15) GOVERNING SPECIFICATIONS THE CITY OF ST. CHARLES STANDARD SPECIFICATIONS SHALL GOVERN, ALONG WITH ANY DESIGN CRITERIA LOCATED WITHIN THE WINONA COUNTY ZONING ORDINANCE. UNLESS OTHERWISE SPECIFIED WITHIN THIS PLAN.

IMPAIRED/SPECIAL WATERS WITHIN ONE MILE:



2) CONSTRUCT AND MAINTAIN TEMPORARY ROCK CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES USED DURING CONSTRUCTION TO CONTROL SEDIMENT FROM LEAVING SITE

3) REMOVE ALL TOPSOIL AND ORGANIC MATERIAL. STOCKPILE IN APPROVED LOCATIONS ON-SITE. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PROVIDE TEMPORARY COVER

4) ALL EXCAVATED MATERIAL SHALL BE PLACED ON SITE AS DIRECTED BY THE ENGINEER OR HAULED TO AN APPROVED LOCATION. ANY TEMPORARY STOCKPILES SHALL HAVE SILT

10) PER CURRENT MPCA REQUIREMENTS. CONCRETE WASHOUTS, WHICH PROHIBIT WASHOUT LIQUID AND SOLID WASTES FROM CONTACTING THE GROUND AND ENTERING THE GROUNDWATER,

2905 South Broadway Rochester, MN 55904-5515 Phone: 507.288.3923 Email: rochester@whks.com Website: www.whks.com



engineers + planners + land surveyors

April 17, 2023

Mr. Andrew Langholz City Administrator City of St. Charles 830 Whitewater Avenue St. Charles, MN 55972

### RE: St. Charles, MN South Fork Additions Fifth **Review of GDP, Preliminary Plat, plans and stormwater**

Dear Andrew:

We have reviewed the revised submittal for South Fork Additions Fifth. We offer the following comments:

#### **General Development Plan**

- 1. Show access location for Outlot C and prospective lot layout for Outlot C.
- Show how Brownell Street will terminate at Outlot B and prospective lot layout for Outlot B.

#### **Preliminary Plat**

1. Show access location for Outlot C.

#### **Construction Plans**

- 1. A site grading plan for the proposed apartments on Lots 5 and 6 will be required.
- 2. Additional information (pipe size, pipe lengths, etc.) pertaining to the sanitary sewer services should be added to the service table. Services to Lots 5 and 6 are assumed to be larger than the typical residential house lot.
- 3. The proposed storm sewer system is not constructable as shown.
  - a. Adequate cover is not provided for the storm system. Revise storm system to provide two feet of cover on the pipe.
  - b. Storm Manhole 1 is shown as 3.5 feet total build height, with a 30-inch pipe to the east. The build height doesn't allow for the manhole lid or casting to be installed.
  - c. Catch basin 3A has a build height of 3.22 feet, with a 36-inch pipe to the east. The top of pipe will be exposed at the proposed curb line and doesn't allow for installation of the catch basin casting.
  - d. Provide a sanitary sewer and water service to Lot 5 Block 1.

#### **Grading Plan**

- 1. Provide labels for existing and proposed contours.
- 2. Contours are incomplete. Additional contours are necessary to depict proposed grading. The 1142 contour east of the cul-de-sac on Roberts Street closes twice. Please review and revise.

- 3. Two existing stockpiles are shown on the grading plan, however the proposed grading for the stockpile areas is not shown.
- 4. There are incomplete labels and directional arrows pointing in the wrong direction on the grading plan.
- 5. Show the proposed lowest house openings to confirm drainage is directed away from the houses.
- 6. The proposed grade for the drainage swale is 0.5%, which will result in sedimentation and future maintenance concerns. The drainage swale should not be allowed to pond water.
- 7. The garage floor and top of footing elevations are shown at the same height. Normally the garage floor is below the top of footing elevation. Please revise or provide a narrative supporting the garage floor and top of footing being the same.
- 8. The existing infiltration basin is proposed to be abandoned. The area currently is designed to hold water. Provide details on how this area will drain after elimination of the infiltration basin.

## **Stormwater Report**

- 1. The drainage report for South Fork Third and South Fork Fifth are not consistent with each other. For example, the stage storage table used for the existing pond is different. Please review both reports and resubmit the report to accurately describe current and proposed conditions.
- 2. The proposed plan for the fifth addition eliminates the infiltration area. The feasibility report completed by Stantec dated October 13, 2017 detailed two volume control practices within the overall development. The plan needs to account for the existing infiltration and additional infiltration required by the new development.
- 3. The existing stormwater pond was designed to meet rate control for previous stormwater regulations. The Stantec report proposes expansion of the pond in addition to providing stormwater infiltration. Based on previous plans and aerial imagery, the pond doesn't appear to have been modified since its original construction in approximately 2004. The design needs to accommodate current regulations and modify the pond accordingly. Review the Stantec Report previously completed and make modifications to the pond as necessary to meet requirements.
- 4. The developer is responsible for cleaning out the stormwater pond to original condition prior to acceptance of the subdivision by the City.

## Fees

The following fees will apply to this subdivision:

- 1. Preliminary and Final Plat fees
- 2. Parkland dedication fee
- 3. Subdivision inspection fee
- 4. Water and sewer impact fee

Andrew Langholz Page 3 of 3

We recommend resubmittal of the general development plan, preliminary plat, construction plan, grading plan and stormwater report.

Sincerely,

WHKS & co.

D DSilly

Daren D. Sikkink, P.E.

KS/dds

cc: Andrew Buck, G-Cubed Mitch Walch, Developer Scott Bunke, City of St. Charles

# **Notice of Public Meeting**

The St. Charles Planning & Zoning Commission will be holding a public hearing in City Hall, 830 Whitewater Avenue, St. Charles, MN 55972 on Thursday, July 6, 2023 at 7:00 p.m. A general development plan and preliminary of the Southfork Addition property of the City of St. Charles (legal description available at City Hall) will be discussed at that time. All interested parties are invited to attend the meeting or send written comments to my attention.

Andrew Langholz City Administrator Date: June 9, 2023

		Т		[	T	
Date signed	Print Full Name (First/Middle/Last)	Signature	Birth Year	Residential Address	Municipality	County
1 07/08/23	Smurl J Augusteck	Satur	87	SOY Brook Ave	City of St. Charles	Winona
2 07/03/23	3 Jeri R McCarth	Service	72	1925 Bround	City of St. Charles	Winona
37/3/23	ASHLEY JASZELOSKY	Ani	88	SILG BROOK AVE	City of St. Charles	Winona
13/23	Emily Averbeck	Engli Kunsbertz	87	504 Brook Ave	City of St. Charles	Winona
5 7/3/23	Josh Banrowski	Alama "	87	142 Brownell St	City of St. Charles	Winona
. //303	Emily Earnhardt	En h	95	1942 Brownellst	City of St. Charles	Winona
, 7/3/23	RILEY STEDSKAL	Kity How	80	1807 BROLINELL ST	City of St. Charles	Winona
8 -7 3 23	Terri Heim	Tenttein	64	MB Brwnell St	City of St. Charles	Winona
, 7/3/23	Jacktyn Stejskal	Jalogn Stol	77	1907 Brownell St	City of St. Charles	Winona
10 7/3/23	Any Pill.	Any Prel	73	1819 Brownell St	City of St. Charles	Winona
	$\bigcirc$	$\bigcirc$				

Petition Rec'el 7/5/23 54 signatures

Addition from R3 to R4	t.	the city of st, charles to delig the rezu	ining of app	roximately 4.6 acres known as Lots 5 and 6 h	h Block 1 of South	I FORK
Date signed	Print Full Name (First/Middle/Last)	Signature	Birth Year	Residential Address	Municipality	County
7/3	Jason Eurfis Schloegel	And	86	521 Trout HVR		
	C	K al			City of St. Charles	Winona
2 7 3	Andrea Erin Schloegel	Undren Chloegel	91	521 Trout Ave.	City of St. Charles	Winona
3 7/3	Mark C Denving	make Am	63	JO3/2015 Ave	City of St. Charles	Winona
4 TOM	SUSAN IRR. Tennin	Alozens	604	583 Trout Ac	City of St. Charles	Winona
5 7/3/23	Steven Volbrecht	Heurs Vallett	-39	522 Brook Are	City of St. Charles	Winona
· 7/3/23	-Typer Aler	du fer	97	528 Bacels AVC	City of St. Charles	Winona
,713/23	Brittany Rawlings	Buttam Randres	80	522 Brook Ave	City of St. Charles	
\$7 3 23	Lydice Brown-Lisouski		02	1819 Brownell ST		Winona
, 7/3/23	Nathan Everett Peterson	Marta	95	1719 Brownell St	City of St. Charles	Winona
10 7/5/3	Miranda Rox Blee Reterson	Minade Arth	83	1719 Brownellst		Winona

	Residential Address	Municipality	
		municipancy	County
15	1901 BAOWNEILST	City of St. Charles	Winona
93	1913 Browney 11 St	City of St. Charles	Winona
94			Winona
96	1931 Brownell St		Winona
90	1931 Brownell St		Winona
99	1918 Brounell 5+		Winona
097	511 BrookAve		Winona
98	STIL FROK ALLE		Winona
55			Winona
85			Winona
	94 96 90 99 99	94 1913 Brownellst 96 1931 Brownell St 90 1931 Brownell St 99 1918 Brownell St 99 1918 Brownell St 99 511 Brook Ave 98 511 Brook Ave 55 505 Brook Que	94 1913 Brownellst 96 1931 Brownellst 196 1931 Brownell St 190 1931 Brownell St City of St. Charles 99 1918 Brownell St City of St. Charles 99 1918 Brownell St City of St. Charles 99 511 Brook Ave City of St. Charles 98 511 Brook Ave City of St. Charles 98 511 Brook Ave City of St. Charles 565 Brook Ave City of St. Charles 555 505 Brook Ave City of St. Charles

						Τ
Date signed	Print Full Name (First/Middle/Last)	Signature	Birth Year	Residential Address	Municipality	County
1 7/4/20	23 Sarred Burt	Q173	201986	522 Trust Ave. St. Carles, MN 55972	City of St. Charles	Winona
27/41	23 Kaitlin Bain	Kate Bai	1988	SZZ THOUT Hence St. Charles, Mn SSE	Weity of St. Charles	Winona
3 7/4/-	23 Treasure Divis	Freeswee Diris	199Ç	SI7 Brook Ave St. Charles, MN 55972		
1714,	23 Cameron DENIS	Comeron Vivis	1995	517 BROOK AVE ST. CMARCES MN 5597.		Winona
5 714	123 Jevenny J Mart	from from	1977	C.C. D. Le Anna		Winona
6 7/4)-	$\sim$	ala Johnson	1976	1912 Brownell'St.	City of St. Charles	Winona
,7/4/	23 KENDALL RITTER	Z-R-	1999	1918 BROWNELL	City of St. Charles	Winona
·7/4/	3, RAATZ CODY	CAR	1994	1919 BROWNELL	City of St. Charles	Winona
, M/4/	23 Casey Pruka	Chirey X	1985	1919 Brownell	City of St. Charles	Winona
10 7/4	23 BRENDA SWING	Brende Section	1951	18/3 BROWNELC	City of St. Charles	Winona
			}			

The following residents of Southfork Addition, City of St. Charles, Minnesota, petition the City of St. Charles to deny the rezoning of approximately 4.8 acres known as Lots 5 and 6 in Block 1 of South Fork
Addition from R3 to R4.

Date signed	Print Full Name (First/Middle/Last)	Cimeters				
7-3	Mitchell C Prell	signature MPseld	Birth Year	Residential Address	Municipality	County
27-3	George Mc Caithy	they	1960	1925 Brownell	City of St. Charles	Winona
3 2 - 2/	BILL White J	Reg.	1952		City of St. Charles	Winona
4 7-4	Mary Grace White	Mary prace White	1956	504 Trout Ave.	City of St. Charles	Winona
5 7-4	Tonga Kuyu	A	1977	510 Trant Are	City of St. Charles	Winona
6 7/4	Manay S. Moss	Manan Smoss	1945	516 TROUT Ave		Winona
, 7/1	1. P. M. M. Di-ial		1972	507 TIMARE		Winona
87/4	Jan Jamie Becker	Jan	1976	527 TROUT AVE		Winona
, 7/4	Éthan Scharmer	4 de la companya de l	1997	1825 Brownell	City of St. Charles	Winona
10 7 4	Rebeirg Sumitz	Reference flo	1997	1825 Brownell	City of St. Charles	Winona

Addition from R3 to F	nts of Southfork Addition, City of St. Charles, Minnesota R4.			Ioximately 4.6 acres known as Lots 5 and 6 i	n Block 1 of South	h Fork
Date signed	Print Full Name (First/Middle/Last)	Signature	Birth Year	Residential Address	Municipality	County
1 7/4	Eric Nelson	The	1976	1936 Bawell F	City of St. Charles	
2 7/4	JPREMY LANDON	antor	1985	1937 Brownellst	City of St. Charles	Winona
37/4	County Laps	Courtney Lampron	1990	1937 Brownellst	City of St. Charles	Winona
·F/y	Clipan Brever		ler6	SIO Brook Ave		
5	0				City of St. Charles	Winona
					City of St. Charles	Winona
6					City of St. Charles	Winona
7					City of St. Charles	Winona
8					City of St. Charles	Winona
9					City of St. Charles	Winona
10					City of St. Charles	Winona

-----

# COOPERATIVE PURCHASING, REPAYMENT, AND SYSTEM USE AGREEMENT

This Cooperative Purchasing, Repayment, and System Use Agreement ("Agreement") is entered into between Winona County, a governmental entity located in the state of Minnesota ("County"), and the following Minnesota cities: City of Winona, City of Goodview, City of St. Charles, and City of Lewiston (collectively referred to as "Cities"). The County and the Cities are collectively referred to as the "Parties."

# I. RECITALS AND BACKGROUND:

- A. The Parties had entered into a prior agreement for Software products with Law Enforcement Technology Group ("LETG"), a TriTech Software Systems company; and
- B. The Parties are currently licensed end users of the LETG Software; and
- C. Through asset purchase, CentralSquare Technologies, LLC is the owner of all TriTech Software Systems' products, services, and contractual obligations, including those of TriTech's subsidiaries; and
- D. The Parties desire to discontinue use of the LETG solution and upgrade to the CentralSquare Software; and
- E. The County intends to enter into a contract with CentralSquare, a software and services provider, for the acquisition and implementation of a system ("System") as described in the Agreement between Winona County and CentralSquare; and
- F. The County has agreed to facilitate access to the System for the Cities, allowing them to utilize the services provided by CentralSquare through the County's contract with Central Square; and
- G. Specifically, the County is willing to bear the initial startup and implementation costs of acquiring the new System subject to the County's right to reimbursement as set forth herein; and
- H. This Agreement is made pursuant to Minnesota Statutes, Section 471.59; and
- I. The County is willing and able to enter into and hold the main contract with Central Square and allow the Cities to access the System pursuant to the payment obligations and terms and conditions stated herein.

# II. CONTRACT WITH CENTRALSQUARE AND CITIES' AGREEMENT:

A. The County shall enter into a contract with CentralSquare, for the acquisition, implementation, and ongoing use of the System ("Main Contract"). The County shall be the sole party responsible for the Main Contract. The Main Contract is incorporated herein by reference.

- B. The Cities acknowledge and agree that their access to the System is contingent upon their acceptance and compliance with the terms and conditions of the Main Contract entered into by the County with CentralSquare.
- C. The Cities shall abide by all the terms, conditions, and obligations set forth in the Main Contract and any subsequent amendments or modifications thereto. The County shall provide the Cities with a copy of the Main Contract upon request.
- D. The Cities further acknowledge that any breach of the Main Contract by any City may result in the termination of their access to the System, subject to the provisions of the Main Contract and applicable law.
- E. The County shall notify the Cities promptly of any changes or updates to the Main Contract that may affect their rights, obligations, or access to the System.
- F. The Cities shall cooperate fully with the County in the execution and implementation of the Main Contract, including providing any necessary information, authorizations, or approvals required by CentralSquare or the County for the successful deployment and operation of the System.
- G. The Parties acknowledge and agree that the County's rights and obligations under the Main Contract shall not be affected by any individual City's non-compliance or breach of this Agreement or the Main Contract.
- H. In the event of any conflict or inconsistency between the provisions of this Agreement and the Main Contract, the terms and conditions of the Main Contract shall prevail to the extent necessary to resolve such conflict or inconsistency. The clauses in Section II of this Agreement shall survive the termination or expiration of this Agreement and the Main Contract, and its provisions shall continue to be binding upon the Parties with respect to any ongoing obligations or liabilities related to the System.

# **III. COOPERATIVE PURCHASING AND PAYMENT TERMS:**

- A. ALLOCATION OF COSTS: Each City shall be responsible for reimbursing the County for a designated percentage of the costs stated in this Section.
  - 1. *Reimbursement Percentages*. The Parties all mutually agree to the reimbursement percentages stated below, except that the same may be amended in writing from time to time based on changes in a City's respective number of licenses as herein described below. The balance due to CentralSquare after subtracting the Cities' share shall be the responsibility of the County.
    - i. City of Winona: 20% of the total costs.
    - ii. City of Goodview: 6% of the total costs.
    - iii. City of St. Charles: 3% of the total costs.

- iv. City of Lewiston: 2% of the total costs.
- 2. *Software License Change Order Requests*. If any Party determines that it needs additional or fewer license from CentralSquare, the Party requesting the alteration shall submit written notice of the request, to every other Party's authorized representative or their designee. Upon receipt of notice from a City, the County shall promptly request a change order to the Main Contract with Central Square on behalf of the City making the request.
- 3. Recalculation of Reimbursement Percentages. Upon any change to the number of software licenses held pursuant to the Main Contract, the County shall recalculate the reimbursement percentages allocated to each City. Such recalculation shall be based on the number of software licenses assigned to each City, with the aim of creating a fair and equitable distribution of costs among the Parties based on the total number of licenses in proportion to the number of licenses held by each respective Party. The County shall furnish each City's authorized representative with a copy of the proposed amendment to the Reimbursement Percentages with an explanation of the change and supporting data. The proposed amendment shall be deemed accepted if no response is received by the County after a period of thirty (30) days and shall become effective five (5) days thereafter with invoicing to occur in accordance with Section III.D.1. If any City objects to the proposed amendment, the Parties respective representatives shall engage in good faith discussions to determine the appropriate recalculated reimbursement percentages and amend the Agreement accordingly. If the Parties are unable to reach an agreement on the recalculated percentages or any other matter related to the reallocation of costs as described in this Section, the Parties shall submit the dispute to binding arbitration by an arbitrator the Parties mutually agree upon. The arbitrator shall render a written decision, including findings of fact and conclusions of law, and the award shall be binding on all Parties. Pending the resolution of any dispute under this clause, the Parties shall continue to perform their respective obligations under this Agreement, except to the extent that such obligations are the subject of the dispute.
- B. **IMPLEMENTATION COSTS**. The County shall bear the upfront costs associated with the acquisition and implementation of the System, as outlined in the Main Contract between Winona County and CentralSquare. Each City agrees to reimburse the County for implementation costs based on the Reimbursement Percentages in Section III.A.1.
  - 1. Each City's reimbursement obligation under this clause will be calculated by applying the City's respective Reimbursement Percentage to the implementation dollar amounts stated on Page 42 (Titled Exhibit C) of the Main Contract.
  - 2. Each City's reimbursement obligation is contingent upon the County's acquisition of the System, and the County making payment to CentralSquare.

- C. ANNUAL MAINTENANCE AND SUBSCRIPTION COSTS. In addition to the implementation costs in Section III.B. above, the Cities shall be responsible for reimbursing the County annually for their respective share of the total annual costs associated with the System. This includes but is not limited to maintenance costs and software licensing fees. The allocation of these recurring annual costs shall be based on the same percentages specified in Section III.A.1. of this Agreement and any amendment thereto.
  - 1. **Determination of Annual Costs**. Each City's annual total cost will be calculated by applying the allocation percentage stated in Section III.A.1 to the dollar amount invoiced to the County by CentralSquare for that year. In addition to costs assessed by CentralSquare, the County may also include any maintenance costs incurred independently by the County for the maintenance of the System in the total annual maintenance cost for a year and invoice the Cities accordingly.
  - 2. *Adjustment of Annual Costs*. The Parties acknowledge and agree that the annual total costs may be subject to reasonable adjustments based on changes in the overall costs incurred by the County for maintaining the System. The County shall notify the Cities in writing of any proposed adjustments to the costs prior to sending an invoice.

# D. TERMS OF PAYMENT.

- 1. *Invoicing and Payment*. The County shall provide the Cities with an annual invoice detailing the total annual maintenance and subscription costs incurred by the County for the System. Each City shall thereafter reimburse the County for their allocated share of the allocated subscription and maintenance costs within thirty (30) days of receiving the invoice from the County. Payment shall be made in the form of a check or electronic transfer to the County's designated account.
- 2. *Exception for contract year one*. Notwithstanding Section III.D.1. or any other provision of this Agreement, the Cities' payment obligation for the Implementation Costs outlined in Section III.B. and total annual allocated costs for the first year of the Agreement shall be paid to the County by each City as soon as that City's governing body authorizes the expenditure, but no later than December 31, 2024.
- 3. *Additional Software Integration Costs*. Except as stated in the Main Contract, the County is not responsible for added costs related to integrating a City's software with the System. If any City incurs additional costs for integrating software with the System, and such cost is invoiced to the County, the County shall invoice the respective city(s) for the Cost of the integration. This clause shall not apply to any integrations that were included in the Main Contract at the time of its execution. This clause shall not apply when the software needing integration with the System is common to all Parties. In cases where the Software being integrated is common to all Parties, the cost shall be added to the total annual costs for that year.

- 4. *Documentation.* The County shall provide the Cities with supporting documentation and an itemized breakdown of the total annual costs upon submission of an invoice to each respective City.
- 5. *Non-Payment*: In the event that a City fails to make the required payment for implementation costs, reimbursement obligations, or annual maintenance and subscription costs as specified in this Agreement within the designated timeframe, such failure shall be considered a breach of this Agreement.
- 6. *Late Payment*: If a City makes a payment after the specified due date, the County may, at its discretion, impose late payment charges. Late payment charges shall be calculated at a rate of 5% per month on the outstanding amount from the due date until the payment is received in full.
- 7. *Suspension of Services:* In the event of non-payment or repeated late payments, the County reserves the right to suspend or restrict the City's access to the System until the outstanding payment is made in full, without prejudice to any other rights or remedies available to the County under this Agreement or applicable law.
- 8. **Default Consequences**: If a City fails to remedy a payment default within 90 days of receiving written notice from the County, the County may take further action, including, but not limited to, legal remedies and pursuing any available recourse to recover the outstanding amount.
- 9. *Accrued Interest and Costs*: In addition to any late payment charges, the City shall be responsible for reimbursing the County for any costs incurred in collecting the overdue payment, including but not limited to collection agency fees, attorney's fees, and court costs. Furthermore, any outstanding amounts shall continue to accrue interest at the specified late payment charge rate until fully paid.
- 10. *Notice of Default:* Prior to taking any action as a result of non-payment or late payment, the County shall provide the City with a written notice of default specifying the outstanding amount, the deadline for payment, and the consequences of continued non-compliance. Such notice shall be sent to the City's designated representative.
- 11. *Continuation of Obligations*: The City's payment obligations under this Agreement shall remain in effect notwithstanding any dispute or disagreement between the Parties, unless specifically waived or modified in writing by the County.
- 12. *No Waiver*: The exercise of any rights or remedies by the County in the event of non-payment or late payment shall not be deemed a waiver of any other rights or remedies available to the County under this Agreement or applicable law.

13. *Survival:* The provisions of this section shall survive the termination or expiration of this Agreement to the extent necessary to enforce any rights or obligations arising from the City's failure to pay in accordance with the terms herein.

# IV. COOPERATION AND ACCESS TO THE SYSTEM:

- A. The County shall facilitate the necessary arrangements and coordination with CentralSquare to grant the Cities access to the System, subject to CentralSquare's approval. If CentralSquare does not grant approval, for any reason, for the Cities or any one of the Cities access to the System, the Cities not granted access shall have no obligation to make payment to the County in such service year and the City may terminate its participation in this Agreement without further action of obligation by such City and the County. If CentralSquare does not grant approval, for any reason, for the Cities or any one of the Cities access to the System, and a City has already paid its annual cost allocation for such service year, the County shall within 30 days of such determination refund costs paid by the affected City in proportion to the number of months remaining in the service year.
- B. Each City shall cooperate with the County and CentralSquare to fulfill any reasonable requirements or obligations necessary for the successful utilization of the System.
- C. The County and the Cities shall abide by the terms and conditions set forth in the Main Contract, as applicable to their respective access and use of the System.

# V. TERM AND TERMINATION:

- A. *Term*. This Agreement shall commence on the effective date and shall remain in effect until the termination of the Main Contract between the County and CentralSquare.
- B. *Termination by County*. In the event of persistent non-payment or material breach of the Agreement , the County may, at its discretion, terminate this Agreement subject to the conditions stated herein upon 180 days written notice to the Cities.
- C. *Termination by City*. A City may terminate this Agreement upon 90 days written notice to the County in the event of a material breach or upon 90 days written notice and completion of the reimbursement obligations outlined herein following the full payment of the implementation costs allocated to each City. The City shall remain responsible for paying any cost incurred under Article III of this Agreement prior to the date of termination.

# VI. INDEMNIFICATION AND INSURANCE

A. The Cities shall each individually indemnify and hold the County harmless from any claims, liabilities, damages, or losses arising out of or in connection with their individual, respective access to and use of the System, including any breaches of the Main Contract by a City. The Cities and County shall each be responsible individually for their respective negligent acts or omissions or wrongful misconduct. The County

agrees to indemnify and hold the Cities harmless against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, arising out of or by reason of any act or omission of the County, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity". Liability for a party to this Agreement shall be in accordance with Minnesota Statutes § 471.59, subd. 1a (a), and does not create any liability or exposure of one Party for the acts or omissions of any other Party. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes, Chapter 466 or otherwise.

B. All Parties shall at all times during the term of this Agreement keep in effect their own liability insurance in the government liability amounts established by applicable Minnesota statutes.

# VII. DATA PRACTICES.

#### A. Data Protection:

- 1. The Parties shall implement and maintain appropriate technical, administrative, and physical safeguards to protect the confidentiality, integrity, and availability of data within the System. The Cities agree to abide by any additional data protection policy or procedure promulgated by the County.
- 2. The Parties shall comply with the Minnesota Government Data Practices Act and any other relevant state and federal laws governing the collection, use, storage, and disclosure of data.
- 3. The Parties shall ensure that access to data is limited to authorized individuals who have a legitimate need to access such data.

## B. Obligations in the Event of a Data Breach:

- 1. The County, as the Main Contract holder with CentralSquare, shall be responsible for coordinating the response to the data breach and shall inform the Cities about the breach and any necessary actions to be taken.
- 2. The Parties shall cooperate and assist each other in investigating and remediating the data breach, including providing relevant information and support.

3. The Parties shall comply with all applicable laws, regulations, and guidelines regarding data breach notification and response, including the Minnesota Government Data Practices Act and its breach notification requirements as set forth in Minn. Stat. 13.055.

# C. Violations and Suspension of System Access:

- 1. The County may deem a violation of the data practices provisions, including but not limited to non-compliance with the Minnesota Government Data Practices Act or other applicable data protection laws, as a breach of this Agreement.
- 2. In the event of a data practices violation, the County retains the discretion to suspend System access rights to any System user who is found to have violated the data practices provisions. Prior to suspending System access rights, the County shall provide written notice to the City involved, outlining the alleged violation and providing a reasonable opportunity for the City to remedy the violation within a specified timeframe.
- 3. If the City fails to remedy the violation within the specified timeframe or if the violation is of a severe nature that immediate action is warranted, the County may suspend System access rights without further notice.
- 4. The County shall reinstate System access rights to the City once the violation has been appropriately addressed, and the City has demonstrated its commitment to comply with the data practices provisions.
- 5. The County's right to suspend System access rights in case of a data practices violation shall not relieve the City from its obligations under this Agreement, including the requirement to comply with data protection laws and maintain the security and confidentiality of data.

# VIII. GENERAL PROVISIONS:

- 1. *Effective Date*. This Agreement shall become effective on the date of the last required signature, executed by all parties hereto.
- 2. *Waiver*. The failure of either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision.
- 3. *Interpretation, Jurisdiction and Venue*. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Each party hereby consents and submits to the jurisdiction of the appropriate courts of the State of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

- 4. *Severability*. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- 5. *Merger Clause*. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, amendment, or change of terms of this Agreement shall bind either party unless in writing and signed by authorized representatives of both parties. Such waiver, consent, modification, amendment, or change shall be effective only in the specific instance and for the specific purpose given.
- 6. *Counterparts*. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- 7. *Amendments*. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- 8. *Recitals*. The recitals and background set forth in section I. of this Agreement are provided as a general description of the background and context leading to the execution of this Agreement. The Parties expressly agree that the recitals do not impose any additional obligations on the Parties. However, the recitals may be considered as a guide to interpret the Parties' intentions and objectives in the interpretation of this Agreement.
- 9. *Assignment*. Neither party shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.
- 10. *Authority and Binding Agreement*: By signing this Agreement, each party represents and warrants that they have the authority to enter into this Agreement on behalf of their respective municipality and that their signature binds their municipality to the terms and conditions herein. Each party further acknowledges and agrees that they are fully authorized to execute this Agreement and that no additional approvals or authorizations are required.
- 11. *Authorized Representatives*. All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be made upon the other party's authorized representative. For the purposes of this Agreement the following individuals, or their successor in office, are designated as the authorized representatives for each party:

### A. Winona County:

Name: Ron Ganrude Title: Winona County Sheriff Address: 201 W 3<sup>rd</sup> Street, Winona, MN 55987 Email: RGanrude@co.winona.mn.us Phone: (507) 457-6368

## B. City of Winona:

Name: Tom Williams Title: Chief of Police Address: 201 W 3<sup>rd</sup> Street, Winona, MN 55987 Email: TWilliams@Co.Winona.MN.US Phone: 507-457-6302

## C. City of Goodview:

Name: Lonnie Roloff Title: Chief of Police Address: 4220 5th St, Goodview, MN 55987 Email: lroloff@goodviewmn.com Phone: (507) 452-1500

## D. City of St. Charles:

Name: Jose Pelaez Title: Chief of Police Address: 830 Whitewater Ave, St. Charles, MN, 55972 Email: jpelaez@stcharlesmn.org Phone: 507-932-4500

## E. City of Lewiston:

Name: Scott Yeiter Title: Chief of Police Address: 75 Rice Street, Lewiston, MN 55952 Email: chief@lewistonmn.org Phone: 507-523-2534 IN WITNESS WHEREOF, the Parties have executed this Cooperative Purchasing and Repayment Agreement as of the date first written below.

# WINONA COUNTY

Approved by the Winona County Board this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Chris M. Meyer Board Chair \_\_\_\_\_

Attest:

Maureen L. Holte Interim County Administrator

Approved as to form this \_\_\_\_\_

day of \_\_\_\_\_, 2023.

Winona County Attorney

Approved as to execution this \_\_\_\_\_

day of \_\_\_\_\_, 2023.

Winona County Attorney

# **CITY OF WINONA**

Scott D. Sherman, Its Mayor Date: By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_\_ Monica Hennessy Mohan, Its City Clerk **CITY OF GOOVIEW** By: \_\_\_\_\_\_Ben Klinger, Its Mayor Date: Date: \_\_\_\_\_ By: \_\_\_\_\_ Dan Matejka, Its City Administrator **CITY OF ST. CHARLES** By: \_\_\_\_\_\_ John Schaber, Its Mayor Date: By: \_\_\_\_\_\_Andrew Langholz, Its City Administrator Date: **CITY OF LEWISTON** By: \_\_\_\_\_\_Beth Carlson, Its Mayor Date: \_\_\_\_\_ By: \_\_\_\_\_\_Bobby Falcon, Its City Administrator Date: \_\_\_\_\_