



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, December 10, 2019 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

| ITEM  | ACTION REQUESTED |
|---|------------------|
| 1. Call to Order  |                  |
| 2. Pledge of Allegiance   |                  |
| 3. December 10, 2019 Agenda   | APPROVE          |
| 4. Meeting Minutes<br>-November 12, 2019<br>-November 26, 2019                    | APPROVE          |
| 5. December Payables  | APPROVE          |
| 6. Notices and Communications (if applicable)                                     | INFORMATION      |
| 7. Reports of Boards and Committees:  | INFORMATION      |
| 7a. Administrator's Report, Nick Koverman   |                  |
| 7b. Public Works Superintendent Report, Kyle Karger                               |                  |
| 7c. Chief of Police Report, Ken Frank (TBD)                                       |                  |
| 7d. Library Board Report, David Kramer  |                  |
| 7e. School Board, Craig Hilmer  |                  |
| 8. Truth In Taxation Presentation   | INFORMATION      |
| 9. Resolution #44-2019 Approving Final Levy Collectible 2020                      | APPROVE          |
| 10. Resolution #45-2019 Approving Final 2020 Budget                               | APPROVE          |
| 11. Resolution #46-2019 Awarding Residential Waste/Recycling Contract             | APPROVE          |
| 12. 2019 Proposed Budget Amendments   | APPROVE          |
| 13. Franklin Energy Contract for Service  | APPROVE          |
| 14. Ordinance #610 Amending Sewer Rates (2 <sup>nd</sup> Reading)                 | APPROVE          |
| 15. Ordinance #611 Amending Water Rates (2 <sup>nd</sup> Reading)                 | APPROVE          |
| 16. Ordinance #607 Amending Fines & Fees (1 <sup>st</sup> Reading)                | APPROVE          |
| 17. Ordinance #613 Amending Chicken Ordinance (1 <sup>st</sup> Reading)           | APPROVE          |
| 18. Ordinance #614 Regulating Non Essential Water Usage (1 <sup>st</sup> Reading) | APPROVE          |
| 19. Community Center Request-4-H Club   | APPROVE          |
| 20. EDA Appointment-Tim Hoff  | APPROVE          |

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

**ADJOURNMENT**

**\*Attachment. Questions? Contact Nick Koverman at St. Charles City Hall at 932-3020 or by email at [nkoverman@stcharlesmn.org](mailto:nkoverman@stcharlesmn.org).**



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**MEMORANDUM for the CITY COUNCIL of St. Charles for  
Tuesday, December 10, 2019**

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- 8. Truth In Taxation Presentation.**
- 9. Resolution #44-2019 Approving Final Levy Collectible 2020.** Please see the enclosed resolution for consideration.
- 10. Resolution #45-2019 Approving Final 2020 Budget.** Please see the enclosed resolution for consideration.
- 11. 2019 Budget Amendments.** A list of proposed 2019 Budget Amendments will be presented Tuesday evening for consideration.
- 12. Resolution #46-2019 Accepting Proposal For Residential Waste/Recycling Services And Authorizing Negotiation and Execution of a Contract.** Please see the enclosed resolution for consideration.
- 13. Franklin Energy Contract for Service.** The renewal contract for service with Franklin Energy is included in the packet for consideration. The 3-year contract has provided a valuable service to the electric department in achieving the mandated CIP goals and has helped the utility to meet or exceed its state requirement. Approval is recommended.
- 14. Ordinance #610 Amending Sewer Rates (2<sup>nd</sup> Reading).**
- 15. Ordinance #611 Amending Water Rates (2<sup>nd</sup> Reading)**
- 16. Ordinance #607 Amending Fines & Fees (1<sup>st</sup> Reading)**
- 17. Ordinance #613 Amending Chicken Ordinance (1<sup>st</sup> Reading).** An amendment of the ordinance is recommended at this time to include C-2 (Service Commercial District) in the permitted areas.
- 18. Ordinance #614 Regulating Non Essential Water Usage (1<sup>st</sup> Reading).** As part of the review by the MN Dept. of Health, the included language additional is required for final approval of the City's water plan.
- 19. Community Center Request-4-H Club.** Please see the enclosed request for consideration.
- 20. EDA Appointment-Tim Hoff.** The application for the EDA position was recommended for approval by the EDA.

**MINUTES of the ST. CHARLES CITY COUNCIL  
for Tuesday, November 12, 2019 held at 6:00 p.m. at  
830 Whitewater Avenue,  
St. Charles, Minnesota**

**MEMBERS PRESENT:**

Councilmen:

Mayor John Schaber

Dave Braun

Craig Hilmer

Wayne Getz

David Kramer

**STAFF PRESENT:** Rick Schaber (Park & Rec Director), Ken Frank (Police Chief), Shawn Elsbury (City Accountant), and Nick Koverman (City Administrator).

**OTHERS IN ATTENDANCE:** Duane Hodge (MOPH Chapter 7110), Brian Todd (Post Bulletin), Lavane Fleifeshner, Dale Fabian, Kelly Balko, Larry Small, Ken Bloom, and Ken Reynolds.

**1. ESTABLISH QUORUM/CALL TO ORDER**

Quorum was established with Mayor Schaber calling the meeting to order at 6:00 p.m.

**2. PLEDGE of ALLEGIANCE**

**3. APPROVAL of the AGENDA: delete 9.) Public Hearing-Nuisance 978 Bluff. Add.) Temporary Full-time Police Officer Offer Letter-Brady Jones**

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No discussion.

Motion carried.

**4. Meeting Minutes**

October 8, 2019

Motion to approve: **Craig Hilmer**

No further discussion.

Motion declared carried.

October 22, 2019

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

**5. November Payables.** No questions were asked.

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

**6. Notices and communications:** Mayor Schaber read a thank you from Project Fine for Welcoming Week participation.

**7. Reports of Boards and Committee:**

Various reports were given. Chief Ken Frank relayed that he attended a fundraiser in Winona where all sales proceeds from the restaurant were donated to the Winona County Area Crime Stoppers.

**8. Proclamation-Purple Heart City.** Mayor Schaber read the proclamation aloud for the audience members. Duane Hodge of Purple Heart Chapter 7110 thanked the Council and community for all of their

support with the memorial. Ken Bloom also thanked his committee and the Council for their work as well. A motion was made to accept the proclamation as read.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

**9. Temporary Full-time Position Offer Letter-Officer Brady Jones.** Admin. Koverman presented information to Council regarding the position that Officer Jones has been filling since the absence of Jose Peleaz. Because of the lack of part-time Officers to fill additional shifts, Officer Jones has been filling in full-time and it was recommended to approve Officer Jones as the temporary full-time position as highlighted in the Letter of Offer. Mayor Schaber supported the action and appreciated the service and consistency given to the City. A motion was made to support the Letter of Offer as presented.

Motion to approve: **Wayne Getz**

Abstaining: **David Kramer**

No further discussion.

Motion carried.

**10. Order of Nuisance Abatement.** Admin. Koverman highlighted the recent interactions with the property owner at 978 Bluff Avenue regarding the improper construction of a fence. Koverman highlighted several inspections and relayed that due to the faulty fence, a warrant had been served and the potentially dangerous dog had been taken into custody and housed. According to Koverman, the owner contacted him prior to Council and relayed that the fence had been fixed and that an inspection was set for that following Thursday at which time the building inspector and Chief of Police would conduct a final inspection. If the fence was not approved by staff, then the Order would allow City staff to enter the property and repair the fence at the owner's expense. On recommendation from City Attorney Mike Flaherty, he suggested Council move forward with the Order until such time as the fence was granted approval. Chief Ken Frank then reviewed the Order of Nuisance Abatement citing the various points called out in the order. Hearing no further questions, a motion was made to approve the Order for Nuisance Abatement.

Motion to approve: **Craig Hilmer**

No further discussion.

Motion carried.

**11. 2020 Preliminary Enterprise Budget.** Admin. Koverman highlighted the information provided by Mike Bubany of David Drown & Associates. In reviewing the rate option as requested by Council, all agreed that the 2.5 percent impact was minimal on the proposed services. Koverman then highlighted the proposed health insurance plan for the City. After receiving a 16 percent proposed rate increase, staff began reviewing options with their agent. An application was then sent to the Public Employee Insurance Plan option and staff reviewed the rates offered. A similar Health Savings Account, high deductible plan was reviewed and it was determined that savings from the plan change would be substantial. However, several key differences were noted in that the deductible plans were higher and employees would be required to elect a primary healthcare clinic, which then drove up costs of the out of pocket expense as determined by the cost tier associated with the provider. With the additional savings, and the added out of pocket expense of the higher deductible plan, that the maximum HSA be provided of \$3,550 (single) and \$7,100 (family). This amount reflects a change to the current contribution of 84 percent to the HSA to 59 and 71 percent of out of pocket expense. If a tier 4 option is selected by employees, which are most of the hospitals and clinics in our region, an out of pocket expense would still be incurred as the HSA contribution would only cover 59 percent and 71 percent respectively of the plans. The proposed savings to the City would still be reflected as \$59,700 and historical increases in the PEIP plan was that of only 2.5 percent over a 10-year period. City Accountant Shawn Elsbury then presented the plan of taking the savings and increasing the CIP budget so that in 2021 the projected deficit that Mike Bubany forecasted would be lessened by keeping the levy the same but shifting those planned dollars to the CIP. Several clarifying questions were asked of the PEIP plan and it was stated that the City would see a projected savings of \$59,700 and that those funds could be shifted to the CIP plan to close the gap that was projected in 2021 and the levy would remain the same at 7.23 percent but will still see a decrease in their tax statement. A motion was made to approve the 2.5 percent water sewer increase, approve PEIP plan change and subsequent HSA contributions of \$3,550

and \$7,100, as well as shift the savings dollars to the CIP fund and General Fund to offset the library shortfall, therefore increasing the transfer to \$25,200.

Motion to approve: **Craig Hilmer**

No further discussion.

Motion carried.

**12. Small Town Grant “It Takes A Village”** Discussion was held seeking any interested councilmembers to serve on the grant recently received by the school district from the Southern Minnesota Initiative Foundation. The purpose of the grant and the committee was reviewed. Clm. Braun asked for a few details of meeting, etc. Mayor Schaber expressed that if anyone else was interested to let Admin. Koverman know.

**13. SEMMCHRA Board Vacancy.** Information was presented regarding the vacancy on the Southeast Minnesota Multi-County Housing and Redevelopment Authority board. Winona County Commissioner Marcia Ward had reached out and asked for any possible candidates. Mayor Schaber reviewed the information and any interested councilmembers were to contact Admin. Koverman

**14. Resolution #36-2019 Polling Place Designation-2020.** An annual resolution certifying the polling place is required by municipalities. After review, a motion was made to approve as presented.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**15. Resolution #37-2019 Approving Final Plat Chattanooga Innovation Second Addition.** Admin. Koverman reviewed the plat that was reviewed by the Planning & Zoning Commission. He highlighted a few of the changes with respect to the utility easements, but also noted that a discussion had been held with Red and Terry Soppa regarding the possibility of relocating one of the stormwater detention ponds on the north-eastern corner of the property to possibly share the pond somewhere on the Soppa’s land. It was recognized that dependent on the project performed by Soppas, they too would need a pond to accommodate for runoff and it was discussed how a joint-use pond may be more advantageous. P&Z agreed, but due to the timing of needing the plat approved for the sale to Love’s, it was relayed that the plat should move forward but that when construction starts it could be relooked at then. No changes or additions were made and a motion to approve the resolution as presented.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

**16. CEDA Professional Service Contract.** The proposed contract with CEDA was reviewed and it was relayed that the new contract amount for 2020 is \$37,084 which was a 3 percent increase. A motion was made to approve the contract as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**17. Pay Request No. 1-2019 Watermain.** The pay request was submitted and reviewed by WHKS for \$60,215.70 for the 2019 Watermain project. A motion was made to approve the pay request.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**18. Winter Parking Exemptions.** Two addresses for Sunset Drive and Wabasha Avenue were given for winter parking exemptions. A motion was made to approve the two locations.

Motion to approve: **Craig Hilmer**

No further discussion.

Motion carried.

**19. Request For council Action-EDA.** The EDA considered the possible sale to John Pearson for a proposed location in the Chattanooga Innovation Park at the asking price of \$1.50/sq. ft. The .51-acre parcel was located next to Active Tool & Die. The remainder of the property will be used for a future water tower and stormwater drainage pond. A motion was made to approve the staff to continue working with Mr. Pearson on the sale of the land.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

**20. Downtown Parking – 2 hour restriction.** Admin. Koverman relayed that he had been contacted by a few downtown businesses regarding the possibility of a 2-hour parking restriction. A letter had been submitted to the Council from one of the businesses inquiring. Through discussion with Chief Frank, it was relayed that limiting the time frame of Monday-Friday 8 a.m. to 5 p.m. could help to ease some of the issues. It was suggested that the restriction look to be enforced from 11<sup>th</sup> to 13<sup>th</sup> Street as many of the complaints were within that area. Clm. Hilmer cautioned the discussion as he didn't want to lose the friendliness of the downtown. Clm. Kramer also suggested that trying to limit the area would be most beneficial. Admin. Koverman had some preliminary discussion with the Chamber board to seek their input but was not sure of when he could meet their schedule. In addition, he had reached out to MnDOT to seek what process for approval. He would continue to reach out to additional business owners. Mayor Schaber asked the Council if the 11<sup>th</sup> to 13<sup>th</sup> Street location seemed like a general area to propose. Koverman would seek additional comment but limit his discussion to those areas and then report back.

#### **UNSCHEDULED PUBLIC APPEARANCES**

None.

A motion to adjourn at 6:53 p.m.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

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**John P. Schaber, Mayor**

ATTEST

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**Nick Koverman, City Administrator**

**MINUTES of the ST. CHARLES CITY COUNCIL  
for Tuesday, November 26, 2019 held at 6:00 p.m. at  
830 Whitewater Avenue,  
St. Charles, Minnesota**

**MEMBERS PRESENT:**

Councilmen:  
Mayor John Schaber  
Dave Braun (absent)  
Craig Hilmer (absent)  
Wayne Getz  
David Kramer

**STAFF PRESENT:** Nick Koverman (City Administrator)

**OTHERS IN ATTENDANCE:** Jill Veerkamp (St. Charles Press).

**1. ESTABLISH QUORUM/CALL TO ORDER**

Quorum was established with Mayor Schaber calling the meeting to order at 6:06 p.m.

**2. PLEDGE of ALLEGIANCE**

**3. APPROVAL of the AGENDA: Addition 24). December 24, 2019 meeting cancellation**

Motion to approve: **David Kramer**

No discussion.

Motion carried.

**4. Notices and communications:** Mayor Schaber highlighted a thank you from the St. Charles School District.

**5. Review of Financials.** No questions or comments. A motion was made to approve the financials as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**6. Special Assessment Public Hearing.** A motion was made to open the public hearing at 6:07 p.m.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

Mayor Schaber called for anyone to speak on the proposed assessment for the (29.060.2040) to come forward state their name and address. He called once, twice, three times. Hearing no one. He called for a motion to close the hearing at 6:08 p.m.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**7. Resolution #38-2019 Special Assessment.** A motion was made to approve the special assessment for the property at 29.060.2040 in the amount of \$1,866.66.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

**8. Ordinance #610 Sewer Rate Amendment (1<sup>st</sup> Reading).** Mayor Schaber briefly reviewed the proposed ordinance. Koverman relayed that the new copy presented that evening represented a change to the

District's rate as it the Sanitary District representative contacted about the original proposed. A motion was made to approve the ordinance that was presented that evening.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

**9. Ordinance #611 Water Rate Amendment (1<sup>st</sup> Reading).** Mayor Schaber presented the ordinance for consideration to the Council. A motion was made to approve the 1<sup>st</sup> reading.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

**10. Resolution #39-2019 Cigarette Licenses.** A motion was made to approve the resolution as presented.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**11. Resolution #40-2019 Liquor Licenses.** A motion was made to approve the resolution as presented.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**12. Resolution #41-2019 Gas and Diesel Bids.** Admin. Koverman reviewed the two bids that were received for gas and diesel and it was determined that Kwik Trip received the gas bid, while Whitewater Travel Plaza would receive the diesel bid. A motion to approve the resolution as presented was made.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**13. Resolution #42-2019 Advanced Disposal Rates.** The rates that will be used through April 1, 2020 were reviewed by Council. They represented a 3 percent increase. A motion as made to approve the resolution as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**14. St. Charles Volunteer Fire Recommendation.** Koverman reviewed the memo included that highlighted Shawn VanGundy and Alan Fox as two candidates to hire as recommended by the department. A motion was made to approve the two names presented.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**15. Snow Parking Exemption.** A Wabasha address was included for consideration for a snow parking exemption. A motion was made to approve the request.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**16. Resolution #43-2019 Approving Sale to P&S Properties.** Admin. Koverman highlighted the work that had been done to accomplish the next five items that all related to the sale of land to P&S Properties. He discussed the process of working with the engineer to prepare the survey, the contracts and documents with the attorney, the need for the minor subdivision, etc. He outlined the process of approval if the Council agreed in relation to items 16-20. He defined the reasoning behind each document including the temporary license to access and construct improvements prior to a closing. Mr. Pearson was hoping to be able to prepare his base starting December 2<sup>nd</sup> which was reasoning for moving the process more quickly to

try and follow through a closing prior to year end close. Mayor Schaber asked if Council had any questions. Hearing none, a motion was made to approve the resolution as presented.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**17. Ordinance #612 Emergency Sale to P&S Properties.** A motion was made to approve the ordinance.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**18. Minor Subdivision.** Admin. Koverman highlighted the reason for the minor subdivision and relayed that typically it would be reviewed by Planning & Zoning for a recommendation, but that given the tight timeframe, he requested approval. A motion was made to approve the minor subdivision.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**19. Purchase Agreement—P&S Properties.** The purchase agreement was enclosed for consideration and hearing no questions, a motion was made to approve the agreement.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**20. Temporary License to Access and Construct Improvements.** No questions or comments. A motion to approve the temporary license was moved.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**21. DESCASD Board of Directors.** Mayor Schaber relayed that Clm. Getz has served and appreciated his service. A motion to appoint Clm. Getz for a 2-year appointment was made.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**22. Final Pay Request-Safe Routes To School.** Admin. Koverman highlighted the final payment due for the Safe Routes To School project of \$5,290.58. Hearing no discussion, a motion to approve the payment was moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**23. City Hall Holiday Closings.** Mayor Schaber discussed closing the city offices at noon on December 24<sup>th</sup>, Christmas Day the 25<sup>th</sup> and News Years Day (January 1). A motion was made to approve the holiday schedule as discussed.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**24. December 24, 2019 meeting cancellation.** Mayor Schaber asked Council to cancel the December 24<sup>th</sup> meeting, but that if need arose they could call an emergency meeting for the 23<sup>rd</sup> or 26<sup>th</sup>. A motion was made to cancel the December 24, 2019 meeting.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**UNSCHEDULED PUBLIC APPEARANCES**

None.

A motion to adjourn at 6:18 p.m.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

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**John Schaber, Mayor**

ATTEST:

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**Nick Koverman, City Administrator**



## City Administrator's Report—November 2019

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**Nov 6**—Met with the area administrator's group in Zumbrota.

**Nov. 13**—Attended Emergency Management meeting in Winona to go over Psychological First Aid for responders in the event of an incident.

Attended the Green Space meeting for the City Hall Park. Discussed next steps of fundraising and the progress of the space.

**Nov. 14**—Attended a meeting Spring Valley related to housing needs/programs/resources. Working with the Winona County Planner Kay Qualley to discuss potential partnerships for developing a plan and working closely with the Winona County EDA to explore various programs. The new members of the Winona County EDA board will be installed in January and discussion was held to possibly visit with the County Board in February/March to discuss how we can all work together.

**Nov. 19**-Attended the Chamber Social at Merchants Bank.

**Nov. 20**—Attended the SCACF meeting to appoint new members and funding requests.

**Nov. 22**—Janell and Cassie attended an MCFOA training in Austin to learn about the upcoming Primary Election. Staff continues to work with the County Auditor-Treasurer as we have hosted an election training and will schedule additional trainings for the area to be held in St. Charles. As part of the 2020 election, new electronic pollpads will be utilized.

Cassie and Janell continue to work with SmarTHR to plan the implementation of the new timeclock/payroll system. Many hours are being put into the planning and file creations. Staff will receive training in mid December. Council will also have login access as paper checks will no longer be provided.

## Public Works Report – November 2019

- Dirt; seed; cut brush and level water main extension on I-90 project. Clean up black chips at City Shop; Pickup wooden reels at the garage after benefit; set up voting booths for City Hall; Disconnect two electric services at 1454 & 1466 St Charles Ave for tree removal and reconnect; dug in new electric service on Whispering Hills dr.
- Plow and sand streets after snow storm; change blades on pusher plow; wash and clean up equipment; repair street lights; rubber goods testing; investigate water leak on Wiskow Way; Clean up shop; MMUA electrical safety meeting; power plant maintenance; hang city Christmas Decorations; installed new security light at Oasis drive in; temporary electric hook up at 329 Northern Valley Dr.; work on open Three phase electric service for 930.5 Whitewater Ave.
- Reconnected overhead three phase wires out of substation for cities new north why 74 line purchased from Mi-Energy; worked on layout; ordering materials and job briefing for new subdivision at golf course; Solar farm seeding; prep work; built skating rink behind city hall; replaced broken Main St. light globe on light; garbage pick-up St. Charles Industrial Park; gravel hauled to South Fork for roads to booster station & 2020 manhole repairs.
- Two houses with secondary's down during storm; trimmed trees and owner hand electricians repair; checked Sherwood trailer park lot 18 for utility disconnects before moving. Changes street light from high pressure sodium to LED; delivered low voltage wires for Whispering Hills; Order meters; utility locates; Scan and send maps into D.O.T. oil sample for transformers being sent in; Looked for water shutoff; hauled bags of salt to City Buildings; and put electrical material into inventory.
- Working on Electric Inventory removed banners from HWY 14 & 74, check power plant alarm; installed spill guard on new line outside substation; repair salt spreaders; locators repaired; cover secondary service at south whitewater for roofing project; discussions with Troy from Mi-Energy about substation re-closure controls; Gary Greenwald mapping discussions; trade alleys before winter freeze.
- Cover City Hall flower pots; clean wood chips dump on Fisher lane; repair door lock at shop; prepped rental tractor for return; trimmed Library bushes; road ditch cleaning on Whispering Hills & Southfork; put voting booth away; changed filters & bulbs at City Hall and Library; Picked up no parking signs; moved summer equipment into cold storage; repaired broken mail box; water meter repairs; new Purple Heart sign installations and street sweeping for leaves.

- Haul leaves and compost to Brauns pit; winterized park equipment; moved burnt brush pile; installed new L.E.D. shop lights; read electric meters for City Hall; installed salt & sand bunker behind old shop; graded outside roads around town; repaired City Hall toilet; checked wells; washed loader; cleaned shop work bench; repaired water valve; finals for City Hall; got well heater repaired; checked lift stations; wells; and booster station.
- Worked on grader maintenance; shut water off on Wiskow way; grease treatment for HWY 14 lit station & cleaned floats; water samples; replaced curb stop at 836 bluff with City 50/50 match on cost, turned water off on east 10<sup>th</sup>, tested grounding in well 4; replaced puddle on flow switch in well 3; inspect manholes in Southfork subdivision to Whispering Hills and clean catch basin.

Sincerely Kyle Karger

St. Charles Director of Public Works

**CITY OF ST. CHARLES**

**Resolution #44-2019**

**A Resolution Approving Final 2020  
Tax Levy Collectible in 2020**

**WHEREAS**, the City of St. Charles requires revenue to meet its expenses.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES** that the following sum of money be levied for the current year, collectible in 2020, upon the property in said City of St. Charles, for the following purposes:

| <b>FUND</b>                    | <b><u>2020</u></b>        |
|--------------------------------|---------------------------|
| 2019A Bond Fund                | \$ 209,019                |
| 2018A Bond Fund                | \$ 78,600                 |
| Advertising Fund               | \$ 20,360                 |
| Capital Improvement Fund       | \$ 271,965                |
| Celebration/Public Safety Fund | \$ 7,000                  |
| Fire                           | \$ 68,181                 |
| General Fund                   | \$ 299,492                |
| Library Fund                   | \$ 122,108                |
| 2015A Bond Fund                | \$ 73,816                 |
| Tax Abatement                  | \$ 21,840                 |
| <b>Total Final Levy</b>        | <b><u>\$1,172,381</u></b> |

The City Administrator is hereby authorized to transmit a copy of this resolution to the County Auditor of Winona County, Minnesota.

Adopted this 10th day of December 2019 by the Council of the City of St. Charles, Minnesota.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest: \_\_\_\_\_  
**Nick Koverman, City Administrator**

**City of St. Charles  
Resolution #45-2019**

**A RESOLUTION ESTABLISHING THE 2020 BUDGET  
OF THE CITY OF ST. CHARLES, MINNESOTA**

**WHEREAS**, the proposed budget has been duly noticed and publicly examined by the City Council; and,

**WHEREAS**, the required truth-in-taxation hearing has been duly noticed and heard;

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

The Council of the City of St. Charles hereby resolves that the 2020 Budget of the City of St. Charles is established at \$7,635,275 is hereby approved.

The City Administrator is hereby directed to have on file and available for public inspection the executed "form" copy of the 2020 Budget.

Adopted this 10th day of December 2019 by the Council of the City of St. Charles, Minnesota.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest: \_\_\_\_\_  
**Nick Koverman, City Administrator**

**City of St. Charles  
Resolution #46-2019**

**A RESOLUTION ACCEPTING PROPOSAL FOR RESIDENTIAL WASTE AND  
RECYCLING SERVICES AND AUTHORIZING NEGOTIATION AND  
EXECUTION OF A CONTRACT**

**WHEREAS**, pursuant to the Request for Proposals for the Residential Waste and Recycling Services, dated \_\_\_\_\_, 20\_\_ (the "RFP"); proposals were received and reviewed from the following companies:

- Harter's Quick Clean-Up
- Advanced Disposal
- Waste Management

; and

**WHEREAS**, as stated in the RFP, the requirements of Minnesota Statutes, Section 471.345 are not applicable to the process; and

**WHEREAS**, as stated in the RFP, the City reserves the rights: a) to negotiate terms and conditions with proposers at any time during the evaluation, selection and contract processes in the event the City deems the same necessary, desirable or in the best interest of the City and its residents; b) to accept or reject proposals in whole or in part; c) to negotiate separately as necessary to serve the best interests of the City; d) to accept other than the lowest cost proposal; e) to accept part or all of the proposals on the basis of considerations other than cost f) to reject all proposals; and g) to reissue this RFP in its sole judgment and discretion; and

**WHEREAS**, the RFP expressly contains specific contractual terms and conditions that must be a part of the contract with the selected vendor, and the above-mentioned proposers by virtue of submitting a proposal to the RFP have agreed to all of the terms and conditions stated in the RFP; and

**WHEREAS**, the Mayor and City Council and City staff have reviewed and evaluated the submitted proposals, which data, pursuant to Minn. Stat. § 13.591, is private or nonpublic data until such time as the City has completed negotiating the contract with the selected vendor.

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

1. Subject to the RFP, the proposal submitted by \_\_\_\_\_ is hereby selected for providing Residential Waste and Recycling Services within the City of St. Charles. In the event of any inconsistency or conflict between the selected proposal and the RFP, the RFP shall govern.

2. The Mayor and the City Administrator are hereby authorized and directed to negotiate as needed and enter into a contract with \_\_\_\_\_ for Residential Waste and Recycling Services within the City of St. Charles, containing the terms and conditions stated in the above-referenced RFP, but allowing for minor or technical changes as necessary and approved by the City Attorney.

Adopted by the Council of the City of St. Charles, Minnesota this 10th day of December 2019.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest: \_\_\_\_\_  
**Nick Koverman, City Administrator**

# CONSULTANT SERVICE CONTRACT

This Contract is made this 13th day of November, 2019, by and between the CITY OF ST. CHARLES, MINNESOTA, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, MN 55972-1129, (“CITY”), and Franklin Energy Services, LLC, a Delaware limited liability company, 102 N. Franklin Street, Port Washington, WI 53074, (“CONSULTANT”), (collectively the “PARTIES”).

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

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

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

## SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services for program years 2020, 2021, and 2022 as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference, including the direct install program, commercial and industrial energy assessments, energy engineering, energy training activities, and administrative fees that specifically cover program planning, development and delivery, unless this Contract is sooner terminated as provided herein.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation on a time and materials basis to be mutually agreed upon in writing by CITY and CONSULTANT.
- C. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.
- D. **Insurance.**
1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
  2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general liability insurance coverage insuring CONSULTANT against claims for bodily

injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage in the minimum amount of \$1,000,000.00.

3. During the time in which CONSULTANT is performing any services under this Contract, CONSULTANT agrees to maintain, at CONSULTANT's expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Contract. The professional liability insurance policy shall provide coverage in the minimum amount of \$4,000,000.00.
4. Upon request of CITY, CONSULTANT shall provide CITY with certificates of insurance, showing evidence of required coverages.

## **SECTION II – CITY'S RESPONSIBILITIES**

- A. CITY shall promptly compensate CONSULTANT as services are performed in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. CITY will give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the proposed project.
- E. Nick Koverman, City Administrator, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

## **SECTION III – COMPENSATION FOR SERVICES**

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 2, Compensation for Services, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

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

#### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect for a period of three years from its effective date or until such time as the Project is completed to the satisfaction of the City Administrator or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon ten (10) days written notice, cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

#### SECTION V – INDEMNIFICATION

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

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

- B. CITY shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CITY'S respective officers, directors, employees and members and agents.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

#### **SECTION VI – GENERAL TERMS**

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

**CITY:**

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

**CONSULTANT:**

Dean Laube, Regional Vice President  
Franklin Energy Services, LLC  
102 N. Franklin Street  
Port Washington, WI 53074

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

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

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

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

- E. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- F. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- G. **Payment to Subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, the CONSULTANT, as prime contractor, must pay all subcontractors, less any retain, within 10 calendar days of the CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- H. **Copyright.** CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting there from.

- I. **Patented Devices, Materials and Processes.** If the Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the CITY. If no such agreement is made or filed as noted, the CONSULTANT shall indemnify and hold harmless the CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall indemnify and defend the CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party, not to be unreasonably withheld.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.

- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein. CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- V. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict

performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

- W. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- X. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof
- Y. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- Z. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- AA. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*Remainder of page intentionally left blank.*

**SECTION VII –SIGNATURES**

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

**CONSULTANT: FRANKLIN ENERGY SERVICES, LLC**

By: \_\_\_\_\_  
Daniel J. Tarrence, Its Executive Vice President

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

**CITY OF ST. CHARLES**

By: \_\_\_\_\_  
John Schaber, Its Mayor

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

By: \_\_\_\_\_  
Nick Koverman, Its City Administrator

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

## EXHIBIT 1

### SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT's Scope of Services for the City of St. Charles Conservation Improvement Program includes the following activities:

**1) Direct Install Services:**

Franklin Energy will offer to direct install energy efficient products such as LED light bulbs, low flow showerheads, bath and kitchen aerators, as well as hot water pipe insulation in any residential or non-residential building served by the City of St. Charles, at no cost to the CUSTOMER. Franklin Energy will bill the CITY for products installed at CUSTOMER locations. Franklin Energy staff will conduct an energy audit of qualifying buildings and follow that up with direct install efforts in common areas and/or tenant spaces, contingent on owner and tenant approval. The maximum quantity and installation eligibility criteria for each direct install product shall be mutually agreed upon by Franklin Energy and the City of St. Charles prior to commencement of direct install services.

**2) Energy Assessments:**

Franklin Energy is prepared to conduct residential, small business, commercial or industrial energy assessments for the City of St. Charles utility customers. The primary objective of an assessment is to identify cost-effective energy saving options specific to the customer's building and operations. These assessments may include the following components: on-site walk through, identification of energy saving opportunities, and a summary report with energy savings estimates and projected electric rebate amounts.

**3) Prescriptive and Custom Project Reviews:**

Franklin Energy is prepared to offer technical assistance to the City of St. Charles for processing prescriptive and custom incentive applications. Franklin's engineering and technical staff are well versed in Minnesota CIP programs and will perform these critical reviews in a timely fashion. Franklin will document the review process and provide detail on potential changes or adjustments to energy savings calculations that are identified for each submitted project.

**3) Customer and Staff Education:**

Franklin Energy is prepared to organize and conduct educational events, presentations, and writings for City of St. Charles staff, utility customers, and/or trade allies on energy related-topics and City of St. Charles CIP programs. Content that has been pre-approved by the City of St. Charles will be presented by Franklin Energy in a non-biased fashion.

**4) Program Planning, Delivery, and Administration:**

Franklin Energy is prepared to offer our expertise to plan, develop and deliver a comprehensive conservation improvement program within the scope of services described herein for the City of St. Charles. This task includes development of annual CIP plans, annual incentive reviews and deemed savings updates, development of application forms and flyers, and program data analysis and reporting. Program planning will be done on an annual basis in collaboration with the City Administrator, with an optional mid-year status review of program expenditures, participation, and savings in relation to budgets and goals. Annual goals and activities will be documented in an annual CIP Plan and will be congruent with Franklin Energy's program delivery budget and the CITY's overall CIP budget.

**5) Program Marketing and Outreach:**

Franklin Energy is prepared to market the CITY’s CIP offerings through various means including social media, direct outreach, and educational events to meet specific goals or objectives outlined in the Annual CIP Plan (see #4 above). It is understood that because Franklin Energy does not have direct access to customer utility records or the CITY’s social media channels, the CITY will assist with customer information requests by Franklin Energy and managing social media efforts. The City will also assist with program delivery by passing on customer leads to Franklin Energy for the various services described above.

**Timeline**

*Franklin Energy is able to begin providing services on January 1, 2020 with agreement between both parties. This multi-year agreement includes program years 2020, 2021 and 2022. Review of program delivery as well as operating budgets and scope of work will be discussed annually between Franklin Energy and St. Charles. Any increases must be mutually agreed upon and approved in writing.*

**Resource Requirements Overview**

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

**Project Team Roles Overview**

| <b>Roles</b>                           | <b>Responsibilities</b>   |
|--|---|
| <b>Regional Vice President</b>         | The Regional Vice President (RVP) will provide executive oversight to the program and hold ultimate accountability for achievement of the proposed deliverables. The RVP will supervise the team’s efforts, provide guidance on team roles and responsibilities, and approve personnel decisions.   |
| <b>Program Manager</b>                 | The Program Manager (PM) will oversee daily management of the program, serving as Franklin Energy’s primary contact with the City and coordinating Franklin Energy staff as needed to implement each year’s CIP plan and respond to customer requests in a timely fashion.  |
| <b>Engineering Support</b>             | A core group of highly qualified Franklin Energy Staff may be called upon to provide support for custom project review or energy assessments. Engineering staff are capable of developing custom energy rebate calculations or reviewing customer or contractor calculations for specialized commercial or industrial energy efficiency projects. |
| <b>Energy Advisor</b>                  | Franklin Energy has field staff specifically trained in certain disciplines that conduct related field work, such as energy audits, direct install of measures or energy related, non-biased advice to end-use customers.   |
| <b>Project Coordinator/ Specialist</b> | Franklin Energy Project Coordinators and Specialists are well versed in energy efficiency program delivery, and will assist with administrative tasks and customer outreach as needed.  |

**Relevant Experience**

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

- Franklin Energy currently implements the residential 4U2 and commercial/industrial Large Customer Turn-Key programs for the natural gas utility Minnesota Energy Resources Corporation. This program has service territory overlapping the city of St. Charles.
- Franklin Energy currently provides energy efficiency services for five other municipal and electric cooperative utility clients in Minnesota including Great River Energy, Rochester Public Utilities, Southern Minnesota Municipal Power Agency, Missouri River Energy Services, and Minnkota Power Cooperative.
- Franklin Energy provides implementation services to the following investor-owned utilities in Minnesota: Xcel Energy, Minnesota Energy Resources, Minnesota Power, and Otter Tail Power Company.
- Over the past five years, Franklin Energy has conducted over 200 energy efficiency presentations to various audiences comprised of end-use customers, trade allies and utility staff throughout the country.

**EXHIBIT 2**

**COMPENSATION FOR SERVICES**

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT a flat fee according to the pricing schedule below (“Contract price”) for the performance of all of CONSULTANT’s services provided in Exhibit 1, Scope of Services, including expenses, under this Contract for program years 2020, 2021, and 2022.

| 2020        | 2021        | 2022        |
|-------------|-------------|-------------|
| \$34,865.62 | \$35,220.84 | \$36,284.38 |

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

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

City of St. Charles

Ordinance #610

**AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING  
ST. CHARLES CODE - SEWER RATES AND REPEALING ORDINANCE #606**

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

Section 1. Title V: Public Works: Chapter 52 Sewer, of the City Code of  
St. Charles, Minnesota, be amended as follows:

**§52.08 Sewer Rates**

**Subd. A.** Residential sewer use shall be established annually by the  
amount of water incurred.

**Subd. B.** The rates for residential, commercial and industrial  
property are as follows:

- (1) ~~\$(15.38)~~ 15.76 base rate per user per month, for the first  
meter in each residential household.
- (2) ~~\$(6.35)~~ \$6.48 District charge per 1,000 gallons
- (3) ~~\$(0.19)~~ 0.22 City charge per 1,000 gallons

Effective Date: This Ordinance shall take effect 30 days upon publication or on January  
20, 2020, whichever is later.

Passed and adopted by the Council of the City of St. Charles, Minnesota this 10<sup>th</sup> day of  
December, 2019.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest: \_\_\_\_\_  
**Nick Koverman, City Administrator**

CITY OF ST. CHARLES

ORDINANCE # 611

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,  
AMENDING ST. CHARLES CODE - WATER RATES AND REPEALING ORDINANCE  
#595

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

Section 1. Title V: Public Works, Chapter 51 Water, of the City Code of St. Charles, Minnesota, be amended as follows:

§ 51.03 WATER RATES.

(A) *Base charge*. Each water user shall pay a base charge of (~~\$16.38~~) 16.79 per month during which water service is furnished.

(B) *Commodity charge*. Each water user shall pay a commodity charge (~~of \$3.32~~) per 1,000 gallons of water use for each billing period during which water service is furnished based on an incremental tier structure.

Water - Residential

Tier 1 (0 to 20,000 gallons): (~~\$3.35~~) 3.43/1,000 gallons  
Tier 2 (20,001 to 80,000 gallons): (~~\$3.45~~) 3.54/1,000 gallons  
Tier 3 (80,001 gallons and above): (~~\$3.55~~) 3.64/1,000 gallons

Water – Commercial/Industrial

Tier 1 (0 to 102,000 gallons): (~~\$3.35~~) 3.43/1,000 gallons  
Tier 2 (Above 102,001 gallons): (~~\$3.45~~) 3.54/1,000 gallons

Section 2: This Ordinance shall take effect thirty days after its publication or on January

20th, 2020, whichever is later.

Adopted this 10<sup>th</sup> day of December, 2019 by the City Council of the City of St. Charles, Minnesota.

\_\_\_\_\_  
John Schaber, Mayor

Attest:

\_\_\_\_\_  
Nick Koverman, City Administrator

**CITY OF ST CHARLES  
ORDINANCE #607**

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE  
SCHEDULE OF FEES FOR THE CITY OF ST. CHARLES  
AND REPEALING ORDINANCE #598**

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

**WHEREAS**, the administrative and public works operation of the City of St. Charles often requires fees to be charged for services rendered or for materials sold;

**WHEREAS**, the administrative and public works operation of the City of St. Charles often requires fees to be charged for services rendered or for materials sold;

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

**Copy Machine**

|                |        |          |
|----------------|--------|----------|
| Interoffice    | \$0.05 | per copy |
| General Public | \$0.25 | per copy |

**Faxes**

|                |        |          |
|----------------|--------|----------|
| Interoffice    | \$0.25 | per page |
| General Public | \$1.00 | per page |

**Maps**

|                 |         |
|-----------------|---------|
| Size: 1" = 800' | \$3.00  |
| Size: 1" = 400' | \$5.00  |
| Size: 1" = 200' | \$20.00 |

**Books And Manuals**

|                             |         |                  |
|-----------------------------|---------|------------------|
| Comprehensive Plan          | \$25.00 | per copy         |
| City Budget Documents       | \$25.00 | per copy         |
| Capital Improvement Plan    | \$10.00 | per copy         |
| Zoning Ordinance            | \$10.00 | per copy         |
| Subdivision Regulations     | \$10.00 | per copy         |
| City Charter                | \$10.00 | per copy         |
| Police/Accident Reports     | \$5.00  | per copy         |
| Digital Media Copy (DVD/CD) | \$30.00 | per initial copy |
| - additional copy of DVD/CD |         |                  |
| \$5.00 each                 |         |                  |

**Zoning and Subdivisions  
(Fence Permit)**

~~(\$25.00)~~

Conditional Use Permit; Home Occupation Permit;  
Variance & Zoning Amendments

\$50.00

|                               |         |
|-------------------------------|---------|
| A) Published Legal Notice     | \$50.00 |
| B) 0-10 Mailed Area Notices   | \$45.00 |
| C) 11-20 Mailed Area Notices  | \$50.00 |
| D) 21-30 Mailed Area Notices  | \$55.00 |
| E) Excess Mailed Area Notices | \$60.00 |

**Preliminary Plat Application**

|                            |          |
|----------------------------|----------|
| A) Application             | \$925.00 |
| B) Each Lot in Subdivision | \$25.00  |

**Final Plat Application**

|                            |          |
|----------------------------|----------|
| A) Application             | \$925.00 |
| B) Each Lot in Subdivision | \$25.00  |

**City Day Labor and Equipment – Per Hour**

|   |         |
|---|---------|
| Day Labor Per Person ( <u>Water Tank Fill Meeting-<br/>Minimum 1/2 hr. charge</u> ) | \$50.00 |
| Day Labor Per Person (Nights/Weekends)  | \$75.00 |
| Equipment: Pickup, Water Tap  | \$60.00 |
| Equipment: Dump Truck, Flatbed, Tractor   | \$80.00 |
| Equipment: Grader, Loader, Sweeper, Boom Truck,<br>Digger Derrick                   | \$90.00 |

**Goods and Materials**

|                                |  |
|--------------------------------|--|
|                                | Cost/Postage<br>+10%                         |
| Copperhorn                     | \$72.00                                      |
| Meter Spuds                    | \$15.00                                      |
| Remote Water Meter             | \$220.00                                     |
| Water Valve Extension & Cover  | \$30.00                                      |
|                                | As set by<br>Council<br>through<br>Ordinance |
| Water Usage (Per 1000 Gallons) | \$6.00                                       |
| Meter Bottom                   | \$6.00                                       |
| Sand & Salt Mixture            | \$80.00/YD                                   |

**Mileage**

|                      |        |
|----------------------|--------|
| City Car Available   | \$0.45 |
| City Car Unavailable | \$0.58 |

**Meal Per Diem**

|           |         |
|-----------|---------|
| Breakfast | \$10.00 |
| Lunch     | \$15.00 |
| Dinner    | \$20.00 |

**Dog Licenses (2 Year)**

|                     |         |
|---------------------|---------|
| Regular License Fee | \$18.00 |
| Neutered/Spayed     | \$9.00  |
| Late Fee            | \$10.00 |
| Multiple Pet Permit | \$20.00 |

**Cat Licenses (2 Year)**

|                        |         |
|------------------------|---------|
| 1) Regular License Fee | \$12.00 |
| 2) Neutered/Spayed     | \$6.00  |
| 3) Late Fee            | \$10.00 |

**Chicken License (1 Year)**

\$25.00

**Subdivision Inspection Fees**

|                                 |           |                    |
|---------------------------------|-----------|--------------------|
| Street & Utility Inspection Fee | \$4500.00 | Up to 15 lots      |
|                                 | \$300.00  | Per additional lot |

**Parkland Dedication Fee**

|                                   |          |
|-----------------------------------|----------|
| Per Residential Lot               | \$650.00 |
| (Per Commercial/ Industrial Acre) | \$250.00 |

**Hook-Up Fees**

|  |            |
|--|------------|
| Sanitary District Connection Fee -Single Family  | \$2,640.00 |
| Sanitary District Connection Fee Multi-Family<br>Without Individual Laundry                                  | \$2,115.00 |
| Sanitary District Connect Fee Multi-Family Without<br>Garbage Disposal or Dishwasher                         | \$1,980.00 |
| Sanitary District Connect Fee Multi-Family Laundry<br>Facilities, Without Garbage Disposals<br>Or Dishwasher | \$1,580.00 |
| Water Hook-Up Fee  | \$700.00   |
| Sewer Hook-Up Fee  | \$800.00   |

|                                     |         |         |
|-------------------------------------|---------|---------|
| Temporary/Permanent Electric Hookup | \$50.00 | \$50.00 |
|-------------------------------------|---------|---------|

**Water & Sewer Impact Fee**

|                                   |            |          |
|-----------------------------------|------------|----------|
| Water \$1,350.00/Sewer \$2,500.00 | \$3,850.00 | per acre |
|-----------------------------------|------------|----------|

**Specialty Licenses**

|                                |                |
|--------------------------------|----------------|
| <u>ATV Permit Fee (2 year)</u> | <u>\$25.00</u> |
|--------------------------------|----------------|

**Solar Application Fee**

|              |          |
|--------------|----------|
| <20 kW       | \$100.00 |
| 20 – 39.9 kW | \$250.00 |

**Dance Permit Fees**

|                          |                              |
|--------------------------|------------------------------|
| Dance                    | \$10.00                      |
| Officer (4 Hours)        | \$100.00 per officer         |
| Additional Officer Hours | \$25.00 each additional hour |

**Community and Pavilion Center Rental**

|  |  |
|--|--|
| Monday-Friday                                    | \$20.00/hour<br>(\$15.00/hr. non-profit) |
| (Community Center Damage Deposit (weekend-only)) | \$200.00+                                |
| Saturday - Sunday                                | \$20.00/hour                             |

(Community Center) Kitchen Charge (weekend only if available) \$20.00 (\$10 paid to Senior Center)

|                        |   |
|------------------------|---|
| Pavilion Rental Charge | \$25.00 5-hour increment (7-noon, noon-5 pm., 5 p.m.-10 p.m.) |
|------------------------|---|

**Building Permit Fees**

| Value                       | Fee  |
|-----------------------------|--|
| \$1 - \$500                 | \$25.00  |
| \$501 - \$2,000             | \$25.00 for the first \$500.00 plus \$1.75 for each additional hundred or fraction thereof, to and including \$2,000.00        |
| \$2,001 - \$25,000          | \$51.25 for the first \$2,000.00 plus \$4.30 for each additional thousand or fraction thereof, to and including \$25,000.00    |
| \$25,001 - \$50,000         | \$150.15 for the first \$25,000.00 plus \$3.65 for each additional thousand or fraction thereof, to and including \$50,000.00  |
| \$50,001 - \$100,000        | \$241.40 for the first \$50,000.00 plus \$2.45 for each additional thousand or fraction thereof, to and including \$100,000.00 |
| \$100,001+                  | \$363.90 for the first \$100,000.00 plus \$1.75 for each additional thousand or fraction thereof.                              |
| Plan Check Fee:             | 75% of building permit fee.  |
| State Surcharge:            | Valuation multiplied by .0005  |
| Water/Sewer Inspection Fee: | \$ 57.00   |
| Plumbing Fee:               | \$ 50.00 (45.00 Add State of Minnesota \$5.00 fee)   |
| Mechanical Fee:             | \$ 50.00 (45.00 Add State of Minnesota \$5.00 fee)   |

**Miscellaneous Building Permit Fees:**

|                                     |                            |                         |                            |
|-------------------------------------|----------------------------|-------------------------|----------------------------|
| Install New Fireplace/Woodstove     | \$35.00                    | Install Gas Pipe Line   | <del>\$(45.00)</del> 50.00 |
| Replacement of Fireplace Gas Insert | \$25.00                    | Roof Top (HVAC)         | \$95.00                    |
| Replace Furnace                     | <del>\$(45.00)</del> 50.00 | Re-Roof                 | <del>\$(45.00)</del> 50.00 |
| Install Air Conditioner             | <del>\$(45.00)</del> 50.00 | Re-Side                 | <del>\$(45.00)</del> 50.00 |
| Install Water Heater                | <del>\$(45.00)</del> 50.00 | Pool/Spa/Hot Tub        | <del>\$(45.00)</del> 50.00 |
| Demolition                          | \$75.00                    | Reactivate permit       | \$25.00                    |
| Sump Pump Inspection                | <del>\$(45.00)</del> 50.00 | <u>Fence Permit</u>     | <u>\$25.00</u>             |
| <u>Windows (Up to 5)</u>            | <u>\$65.00</u>             | <u>Door Replacement</u> | <u>\$65.00</u>             |
|                                     | <u>\$15.00/window</u>      |                         |                            |
|                                     | <u>After five (5)</u>      |                         |                            |

**Administrative Fines/Fees**

| Statute/Ordinance | Description   | Administrative Fine/Fee          |
|-------------------|---|----------------------------------|
|                   | Building Code Violation (various)   | \$50.00                          |
|                   | Failure to License animals  | \$25.00                          |
|                   | Public Nuisance (various)   | \$50.00                          |
|                   | Snowmobile Violations   | \$50.00                          |
|                   | Failure to License ATV  | \$50.00                          |
|                   | Garbage Refuse Scavenging   | \$25.00                          |
|                   | Vehicle on Bike Path  | \$25.00                          |
|                   | Various Offenses; animals   | \$25.00                          |
|                   | Loud music/party (certain hours)  | \$50.00                          |
|                   | Unauthorized service/meter tampering  | \$50.00                          |
|                   | Snow Parking (\$70.10)  | \$25.00                          |
|                   | Storage of Seized Property  | \$25.00/day-maximum of 30 days   |
|                   | Firearms Storage  | \$5/month                        |
|                   | Digital Video Evidence  | \$25.00                          |
|                   | (Description)   | (State Administrative Citations) |
|                   | (Speeding Ticket (10 mph under per Minn. Stat. 169.14))                                 | (\$60.00)                        |
|                   | (Stop Line Violations under Minn. Stat. 169.30, 169.46 to 169.68 and 169.69 to 165.75)) | (\$60.00)                        |
|                   | (Administrative Citation Hearing Officer)   | (\$30.00/case)                   |

2. Areas not covered herein may require a fee payment which shall be determined at the discretion of the City Administrator.

3. Ordinance ~~(#591)~~ #598 is hereby repealed.

4. This Ordinance shall take effect and be in force 30 days after its publication of summary.

Adopted this 2<sup>nd</sup> day of January 2020 by the Council of the City of St. Charles, Minnesota.

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**Mayor John Schaber**

**City of St. Charles  
Ordinance #613**

**AN ORDINANCE TO AMEND  
PORTIONS OF CHAPTER 92 OF THE ST. CHARLES  
CITY CODE TO ALLOW FOR THE KEEPING OF BACKYARD CHICKENS**

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

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

**(A) §92.073: GENERAL PERMIT REQUIREMENTS.**

*No person shall own, keep, harbor, or have custody of any live chickens without first obtaining a permit from the City, subject to the following conditions:*

- 1 The owner of the chickens shall live in the dwelling on the property.
- 2 The keeping of any poultry besides chickens is prohibited.
- 3 All chicken coops and runs must meet the requirements of the building and zoning codes; including electrical permits if applicable.
- 4 No person shall keep roosters, or adult male chickens, on any property within the City.
- 5 Chickens are specifically limited to the following designated zoning districts: R-1, R-3, R1-M, PUD-R, C-2, or A-1 (Ag).
- 6 No more than three (3) chickens shall be housed or kept per household in any area of the city zoned R-1, R-3, R1-M, PUD-R, C-2, or A-1 (Ag).
- 7 Permits may be revoked due to cruelty to the chickens, if the chickens become a nuisance, or any violation or non-compliance of this ordinance
- 8 Outdoor slaughtering of chickens in city limits is prohibited.
- 9 Chicken fighting shall not be allowed within city limits.
- 10 Leg banding of all chickens is required and the bands will be provided by the City. The bands will have an identifying number that will correspond to the owner's name, address, and telephone number on record at City Hall.
- 11 Chickens shall not be housed in a residential house.
- 12 Chickens must be confined at all times in a chicken coop or chicken run. Chicken coops and runs shall comply with the following requirements:

- a.) Chicken coops must not exceed 12 square feet (by outside dimensions); which is four (4) square feet per chicken or six feet in height. Coops must be elevated with a clear open space of at least 24 inches between the ground and the floor or framing of the coops. Construction shall be adequate to prevent access by rodents.
- b.) Located in the side or rear yard.
- c.) The shelter shall be situated closer to the chicken owner's dwelling than to any of the neighboring dwellings.
- d.) Any mobile coup or rolling coup must meet all of the required setbacks at all times.
- e.) Meet the setback of at least 25-feet from any residential dwelling on any adjacent lot and at least 10-feet from the property lines.
- f.) Chicken runs must not exceed 30 square feet; which is ten (10) square feet per chicken or six feet in height, and may be enclosed with wood or woven wire.

Section 2. This ordinance shall become effective 30 days after its publication.

Adopted by the Council of the City of St. Charles, Minnesota this 2nd day of January 2020.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest: \_\_\_\_\_  
**Nick Koverman, City Administrator**

*First Reading:*  
Date: \_\_\_\_\_

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

*Second Reading:*  
Date: \_\_\_\_\_

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

*Published:*  
Date: \_\_\_\_\_

CITY OF ST. CHARLES

ORDINANCE #614

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING CHAPTER 51 OF THE ST. CHARLES WATER CODE REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBD. 1 AND 2.

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

Section 1. Title V: Public Works, Chapter 51: Water, is amended to add a new Section 51.04, as follows:

**§ 51.04 REGULATING NON ESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY**

(A) Purpose. This ordinance establishes water conservation restrictions; and the plan will be in effect at any time the governor declares by executive order a critical water deficiency, pursuant to Minnesota Statutes section 103G.291.

(B) Definitions.

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

**CLERK.** In statutory cities means the person assigned duties pursuant to Minn. Stat. § 412.151; or the city manager pursuant to Minn. Stat. § 412.601 – 412.751 or in charter cities as determined by city charter.

**DEPARTMENT.** The city water department.

**EMERGENCY.** The declaration of a critical water deficiency by the governor.

**IRRIGATION.** The watering of shrubs, trees, sod, seeded areas, gardens, lawns, or any other outdoor vegetation, except outdoor vegetation utilized for agricultural purposes.

**NOTIFICATION TO PUBLIC.** The notification to the public through local media, including interviews and issuance of news releases.

**PUBLIC WATER SUPPLIER.** The city or other entity that owns, manages, or operates a public water supply, as defined in Minn. Stat. § 144.382, subdivision 4.

**RECLAIMED WATER.** Water collected from rooftops, paved surfaces, or other collection devices and all water utilized more than once before re-entering the natural water cycle.

**WATER RECIRCULATION SYSTEM.** Any system which enables a user to reuse water at least once prior to returning the water to the natural water cycle.

(C) Application

(1) This ordinance applies to all customers of public water suppliers who own or control water use on any premises.

(2) No person shall make, cause, use, or permit the use of water received from a public water supply for residential, commercial, industrial, governmental, or any other purpose in any manner contrary to any provision in this ordinance.

(3) Mandatory emergency conservation measures shall be implemented based upon the declaration of a critical water emergency by the governor.

(D) Declaration of Critical Water Deficiency. Upon the declaration of a critical water deficiency by the governor, the public water supplier shall immediately post notice of the emergency declaration at the usual meeting place of the city council, or the official city bulletin board. The city shall provide notification to the public as quickly as possible or through established water supply plans emergency response plans or procedures.

(E) Mandatory Emergency Water Conservation Measures. Upon declaration of a water emergency and notification to the public, the following mandatory restrictions upon nonessential water use shall be enforced:

(1) Outdoor irrigation of yards, gardens, golf courses, parklands, and other non-agricultural land, except for those areas irrigated with reclaimed water, is prohibited.

(2) Washing or spraying of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas with water from any pressurized source, including garden hoses, except to alleviate immediate health or safety hazards, is prohibited.

(3) The outdoor use of any water-based play apparatus connected to a pressurized source is prohibited.

(4) Restaurants and other food service establishments are prohibited from serving water to their customers, unless water is specifically requested by the customer.

(5) Operation of outdoor misting systems used to cool public areas is prohibited.

(6) The filling of swimming pools, fountains, spas, or other exterior water features is prohibited.

(7) The washing of automobiles, trucks, trailers, and other types of mobile equipment is prohibited, except at facilities equipped with wash water recirculation systems, and for vehicles requiring frequent washing to protect public health, safety, and welfare.

(F) Variances. The City Administrator or their designee, is authorized to grant variances to this ordinance where strict application of its provisions would result in serious hardship to a customer. A variance may be granted only for reasons involving health or safety. An applicant may appeal the denial of a variance within five (5) days of the decision by submitting a written appeal to the City

Administrator. The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final.

(G) Violations.

(1) Violations shall be determined and cited by the City Administrator or his/her designee. A violator may appeal the citation within five (5) days of its issuance by submitting a written appeal to the City. The City Council shall hear the appeal at the next City Council meeting. The decision of the City Council is final. Violators may be granted an administrative waiver if evidence is provided that equipment failure was the cause of the violation. A letter from a qualified vendor or equipment invoice will be required to show proof of equipment failure.

(2) Upon discovery of a first violation, the violator shall be issued, either personally or by mail, a warning letter that sets forth the violation and which shall describe the remedy and fines for future violations.

(3) Upon subsequent violations at the same location, the violator shall be issued, either personally or by mail, a citation that sets forth the violation and shall describe the remedy. Fines shall be added to the monthly water bill of the owner or current occupant of the premises where the violation occurred. The imposition of the fine shall in no way limit the right of the City to pursue other legal remedies.

(H) Enforcement. The City Administrator or his/her designee is authorized to designate city employees or law enforcement personnel to enforce the provisions of this ordinance.

(I) Severability. If any provision of this ordinance or the application of any provision to a particular situation is held to be invalid by a court of competent jurisdiction, the remaining portions of the ordinance and the application of the ordinance to any other situation shall not be invalidated.

Section 2: This Ordinance shall take effect thirty days after its publication.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020 by the City Council of the City of St. Charles, Minnesota.

\_\_\_\_\_  
**John Schaber, Mayor**

Attest:

\_\_\_\_\_  
**Nick Koverman, City Administrator**

*First Reading:*

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

Ayes: \_\_\_\_\_

Dear St Charles City Counsel

The Little Valley Victors 4-H club would like to be considered for free use of the St Charles community hall.

LVV 4-H club is a club based in St Charles area that has many activities based around community pride- Every year the club does a Road ditch clean-up from Hwy 14 north 2 miles on Hwy 74. We also do multiple beautification projects around the Winona county fairgrounds and has also participated in helping at the Farm to Table event, to end the year the club does a fundraiser for the Resource Center in St Charles in which we work hand in hand with Miller's Market. All these events are targeted to give the families in this club a strong sense of community pride and involvement.

With the above community involvement we would ask the City counsel consider our request!

Sincerely

2019-2020 LVV Officer Team