



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, February 8, 2022 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. February 8, 2022 Agenda	APPROVE
4. Meeting Minutes	APPROVE
-January 3, 2022	
-January 11, 2022	
5. February 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, Jose Pelaez (TBD)	
7d. Library Board Report, David Kramer	
7e. Park Board, Dave Braun	
7f. School Board, John Steffel	
8. 2022 Stream Debris Project Contract - WHKS	APPROVE
9. Resolution #04-2022 Accepting and Awarding Sewer Lining Bid	APPROVE
10. 2023 Plow Truck	APPROVE
11. 2021DPC True Up	INFORMATION
12. League of Minnesota Cities Elected Official Training	DISCUSS
13. Ambulance Daytime On-call Pay	APPROVE
14. RCA—Ambulance EMT/EMR Hiring	APPROVE
15. Resolution#05-2022 Accepting a Donation—St. Charles Lions Club	APPROVE
16. Trinity Lutheran Summer Green Space Event Request	APPROVE
17. What's On Wednesday Summer Green Space Event Request	APPROVE
18. Board of Equalization – April 13, 2022 –7 p.m.	APPROVE
19. Closed Session—Labor Negotiations Strategies Mlnn Stat. 13D.03	HOLD

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.**



MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, February 8, 2022

8. 2022 Stream Debris Project Contract—WHKS. Enclosed is a contract for services from WHKS for consideration for the upcoming 2022 Stream Debris project. The City received a \$400,000 grant and the City is required to provide a cost share of the grant, which can be in kind. The grant does not include permitting fees, construction/design costs or inspections. \$50,000 had been appropriated in the 2022 Capital Improvement Plan to cover the forecasted costs and contract.

9. Resolution #04-2022 Accepting and Awarding Sewer Lining Bid. Please see the enclosed resolution for consideration. The amount awarded is included in the 2022 Sewer Budget.

10. 2023 Plow Truck. Please see the enclosed Request For Council Action for consideration.

11. 2021 DPC True Up. Information regarding the 2021 Dairyland Power Cooperative True Up reimbursement will be shared.

12. League of MN Cities Elected Officials Training. Clm. Kramer will give a brief overview of the recently attended training.

13. Ambulance Daytime On-Call Pay. Please see the enclosed Request for Council Action enclosed for consideration.

14. RCA—Ambulance EMT/EMR Hiring. The interview committee has been interviewing potential candidates for EMT/EMR positions to begin their class training. Included are several names for consideration to send to the class which will either start in March or May.

15. Resolution #05-2022 Accepting a Donation-St. Charles Lions Club. Please see the enclosed resolution for consideration.

16. Trinity Lutheran Church Summer Green Space Request. Please see the enclosed request from Trinity Lutheran Church for consideration.

17. What's On Wednesday Summer Green Space Event Request. Please see the enclosed request from the What's On Wednesday (WOW) group for consideration.

18. Board of Equalization – April 13, 2022 – 7 p.m. Approval of the date for the annual Board of Equalization is requested.

19. CLOSED SESSION – Labor Negotiations Strategies Minn. Stat. 13D.03.

MINUTES of the ST. CHARLES CITY COUNCIL
for Monday, January 3, 2022 held at 5:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT:

Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: None.

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor Schaber calling the meeting to order at 5:00 p.m.

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Designate the Official City Publication. A motion was made to approve the St. Charles Press as the official publication for the City of St. Charles.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

5. Designate Official Depositories. A motion to approve Bremer Bank, Merchants Bank, and Wells Fargo Investments as the official depositories for the City of St. Charles was moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

6. Designate Mayoral Committees. The committee designees were as follows

2022 Vice Mayor-Dave Braun

Clm. Steffel-School Board, Personnel

Clm. Kramer—P&Z, Library, Sanitary District and Public Works

Clm. Braun—Park Board

Clm. Getz—Sanitary District, EDA, P&Z, High Speed Rail, and Personnel

Mayor Schaber—EDA, Communications and Technology, Public Safety, and High Speed Rail

Motion to approve: **Dave Braun**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

7. Designate City Attorney. A motion was made to approve Flaherty & Hood as the City's legal counsel.

Motion to approve: **John Steffel**

Roll call was taken and all voted in favor.

No further discussion.
Motion carried.

UNSCHEDULED PUBLIC APPEARANCES

-None

Motion to adjourn at 5:01 p.m.
Motion to approve: **Wayne Getz**
Roll call was taken and all voted in favor.
No further discussion.
Motion carried.

John Schaber, Mayor

ATTEST

Nick Koverman, Administrator

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, January 11, 2022 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Jill Veerkamp (Library Director), Jose Pelaez (Chief of Police), and Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: Cyndy and Brad Spear (SC UMC).

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:

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Meeting Minutes

December 14, 2021

Motion to approve: **John Steffel**

No further discussion.

Motion declared carried.

December 28, 2021

Motion to approve: **David Kramer**

No further discussion

Motion declared carried.

5. January Payables. No questions were asked.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

6. Notices and communications: Admin. Koverman relayed that the Project Fine annual report will be released February 16 and if interested in attending to let him know. A League of Minnesota elected officials training will be held in February and if interested to let him know. Information was also provided regarding Winona County Small Business Relief funds.

7. Reports of Boards and Committee:

Various reports were given.

8. Ordinance #636 Amending Electric Rates (2nd Reading). Mayor Schaber asked if there were any questions regarding the proposed ordinance. Given the increased costs of purchased power and transmission costs seen over the last year, rates needed to be amended, which had not been done since

2013. Past favorable market rates had been able to sustain the rates, but high market fluctuation in pricing created the need to adjust the rates. A motion was made to approve the second reading.

Motion to approve: Dave Braun

No further discussion.

Motion carried.

9. Library Fine Free Policy Presentation. Library director Jill Veerkamp presented information to the Council regarding the library board's decision to move to a fine free library. She relayed the highlights of the changed policy and how many libraries had moved in the same general direction. Breaking down the barriers to allow people to come into the library was the main goal and fines had been determined as one of those barriers. Various questions were asked about overdue books and receiving materials back. Veerkamp addressed all concerns. No additional questions were asked and the Council thanked her for her time and information.

10. Blue Earth Estoppel. Admin. Koverman reviewed the memo submitted from Richard Heinemann, Boardman and Law attorney representing the Upper Midwest Municipal Energy Group (UMMEG) whom St. Charles is a member of, that outlined the reasonings for the request. In order to secure financing, the City was requested to sign off, which had been previously done. All terms and conditions were similar with the exception that a remedy period was extended from 30-120 days, which actually favored the city according to Mr. Heinemann. A motion to approve the estoppel was moved.

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

11. Ambulance Director Position/Posting. Information was presented to the Council regarding the classification, pay grade and job description for the proposed ambulance director position. Flaherty & Hood had reviewed the information provided and concluded the grade and salary based on the internal and external market review. Koverman relayed he had shared the job description previously with the ambulance members. He also outlined the process/timeline for interviews and requested a member of the Council to serve on the 5-member panel. Mayor Schaber agreed to serve unless another member of the Council volunteered. The position would be advertised immediately and would close February 4, 2022 with the goal of having a person in place by March. No other questions were asked and a motion to approve the position and posting was moved.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

12. Resolution #02-2022 Support of 2021-2022 SRTS Application. Admin. Koverman presented the resolution of support that would be included in the 2021-2022 SRTS application that the city and school district had been working on for the proposed crossing along Highway 14 at the high school entrance. The application is a culmination of a year and a half long discussion with MnDOT traffic representatives, the school district and city to seek support for a pedestrian crossing that was part of the 2015 Safe Routes to School plan that had been worked on by the community. The grant application would pay for the majority of the \$160,000 project, but it was relayed that because a portion of the project was in State right-of-way, that portion was ineligible. Due to this change, about \$50,000 of the project would need to come from local funds. The school and city have already agreed to fund that portion of the project if awarded. The County has also agreed to serve as the sponsoring agent for the project, which was a requirement. No further questions were asked and a motion to approve was moved.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

13. Resolution #01-2022 Accepting a Donation to the SC Ambulance. A donation was received from Dover Township in the amount of \$2,500.00 to go toward the St. Charles Ambulance. A motion was made to approve the donation.

Motion to approve: **David Kramer**
No further discussion.
Motion carried.

14. VITA – 2022 Building Use MOU. Admin. Koverman presented a request from VITA, a non-profit group that provides free tax support to the community and area. VITA has provided this service for the last several years and last year began operating out of the senior center and worked with city staff to provide a secured network. The arrangement worked very well and VITA would like to continue in 2022. A proposed Memorandum of Understanding that was similar to last year's was presented for consideration. Koverman relayed it was a great service for our residents as it provided an accessible and free opportunity. No questions were asked and a motion to approve was moved.

Motion to approve: **John Steffel**
No further discussion.
Motion carried.

15. Letter of Support – Ambulance. Mayor Schaber presented a letter of support for Council consideration to be published in the St. Charles Press that asked for help from the community with respect to seeking applicants interested in becoming EMTs and/or EMRs. Without this needed support, the ambulance department is struggling to keep the schedule filled to provide coverage to St. Charles and the surrounding area. The Council concurred with the letter and publishing it in the local newspaper. A motion to approve the letter was moved.

Motion to approve: **David Kramer**
No further discussion.
Motion carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 6:42 p.m.: **Wayne Getz**
No further discussion.
Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

Emergency Medical Responder-Initial

Lewiston Ambulance

2022

MN EMSRB Approved Training Program #6195



Course Information:

Course: Emergency Medical Responder Initial

Class Dates: Monday/Wednesday Evenings (6pm-9pm)

+ Saturday 04/09 (8am-12pm)

First Class: 02/21/2022

Practical Exam: 04/27/2022

Location: Lewiston Community Center (75 Rice St.)

Class Price: \$475.00 per student

Price Includes: Class, Textbook, Study Materials and Practical Exam

For questions and/or to register for the class please contact our office at 507-523-2982 or
ambulance@lewistonmn.org

Registration Deadline: February 16, 2022



City Administrator's Report—January 2022

Jan. 4—Met with Supt. of Schools Jeff Apse to review SRTS application.

Jan. 5—Took part in Lead/Copper webinar put on by the Dept. of Health. New standards are requiring cities to inventory and replace all lead pipes/goosenecks. Staff is working with WHKS Engineers to develop a plan to comply by the October. 16, 2024 date.

Held phone call with Cassie Smith and Solution Builder representative as part of the onboarding process.

Jan. 6—Held Winona County Ambulance Update call with area directors.

Jan. 7—Took part in two ribbon cuttings for Natural Nutrition and Genesis following the EDA meeting.

Jan. 10—Took part in online FEMA floodmap basics training.

Jan. 12—Met with WHKS to finalize SRTS application. Attended online FEMA floodplain training.

Jan. 13--Wrapped up SRTS application and submitted.

Jan. 14—Attended funeral for Julie Ludwig

Jan. 18—LMCIT Insurance trust agent reviewed damage from December storm.

Jan. 19—Met with a member of Lewiston housing committee to discuss plans and potential county partnership.

Jan. 24-28—Vacation.

Jan. 31—Met with Kay Qualley along with Cris Gastner to discuss housing initiatives. Held conference call with F&H attorney and WHKS to review P&Z information.

January 2022 Public Works Report

. Ordered material for new lights on I90 water tower, maintenance on City's four small generators, got trucks and sanders ready for snowstorm, rubber goods check, power plant yearly paperwork, plowed and sanded streets, took down Christmas decorations, substation report and files, wash truck and sanders, replaced electric motor on sanders, change blades on plows, moved inventory to cold storage.

. Check electric meters for City Hall, worked on mapping for 2022 electric underground projects, MMUA electric safety meeting, picked up painted light poles in Winona, cleaned City Shop, worked on City skating rinks, worked on sewer backup at 600 E 5th St, installed electric meter at 535 W 1st St, repaired streetlight, sanding hills, moved shelving and books at library, serviced tandem truck.

. Took bucket truck to Winona Peterbilt for DOT and get brakes repaired, replaced sander motor on pickup, checked Hoff's for water supply problems, banner pole decorations down, Southfork electrical hookup, MMUA safety training with Mark, worked on plow truck after getting hit on Love's truck stop hill, got bids for plow truck repairs, hauled snow off main street and piles around town, looking for truck body for 2023 plow truck replacement, repaired broken hydraulic hose on plow truck, repaired water leak at 1761 Whitewater Ave.

. Electrical inventory, check siren operation at Well #3, talked to Border States about metering, utility locates, electric transformer inventory, powerline tree trimming, called Altec about truck inspections, working on 2022 material list for projects, repair Hwy 14 and Hwy 74 traffic lights, worked on grader repairs and sweeper rebuild on main apron, picked up Christmas trees around town, cleaned out manholes, worked on water tower freezing program.

. Weekend frozen water call on E 12th St, shelving hauled out of police garage, hauled salt to City Hall and Fire Hall for sidewalks, repaired snow pusher on loader, repaired wing on plow truck, plowed walking trails, read meters for City Hall, re-reads for City Hall, park trash and repaired grader wing, worked on John Deere broom sweeper, water samples for state, checked all water towers for icing, greased Hwy 14 booster pumps, repairing water pipes in Well #5, pushed back drifts on hills and replaced water meters for City Hall.

Sincerely,
Kyle Karger
St. Charles Director of Public Works



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of St. Charles** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Whitewater River Restoration, Phase 1**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3 - Lump Sum Fee of \$29,000 including Expenses.

Items 4-5 – Billed Hourly with an Estimated Fee of \$19,500. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Permit fees to be paid by the Client.

Executed this _____ day of _____ February 2022

City of St. Charles

By: _____

Printed Name: _____

Title: _____

WHKS & co.

By: _____

Printed Name: William Angerman

Title: Exec VP, COO

Exhibit A to Professional Services Agreement

A. Project Description

This project is to restore fish habitat, stabilize banks, and incorporate native plantings along 2,500 feet of the Whitewater River in Winona County, Minnesota. This project is located within the St. Charles City Park located approximately 0.25 miles northwest of the intersection of U.S. Highway 14 and MN State Highway 74. A preliminary concept map has already been developed. This project is being partially funded through the MN DNR Conservation Partners Legacy (CPL) Grant.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, preparation of invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Section C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support design, exclusive of boundary surveys for land and easement acquisition.
- Locate existing underground utilities through the Gopher State One Call system.
- Collect, obtain and review relevant information from the Client.

3. Final Design

- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. The project will be designed in accordance with the applicable NRCS practice standards.
- Perform hydraulic modeling of the stream corridor to determine channel velocities and hydraulic parameters for the designed runoff events in support of permitting requirements for the project. Modeling will be completed using HEC-RAS software.
- Prepare opinion of probable construction cost for completed plans and specifications.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web-based plan room.
- Answer contractor questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.

- Prepare a Storm Water Pollution Prevention Plan (SWPPP).
- Prepare and submit applicable construction permit application package to the Minnesota Department of Natural Resources and US Army Corps of Engineers.

4. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction updates to the Client.
- Prepare and submit project documentation in accordance with CPL grant requirements.

5. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 80 hours of observation and travel time.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Negotiation for easements or land acquisition
2. Permits other than those identified above
3. Wetland Delineations or mitigation plans
4. Geotechnical evaluations, including soil borings
5. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
6. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
7. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

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

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

**City of St. Charles
Resolution #04-2022**

**A RESOLUTION ACCEPTING QUOTES
AND AWARDING SANITARY SEWER LINING CONTRACT**

WHEREAS, pursuant to request for quotes for the Municipal Capital Expenditure for the 2022 sanitary sewer lining project, bids were received, opened, and tabulated, and the following were received complying with the request:

<u>Bidder</u>	<u>Base Bid</u>
Visu-Sewer, INC.	\$74,439.00
Municipal Pipe Tool Co., LLC	\$75,540.00

WHEREAS, upon tabulation of the quotes with respect to the specifications, it appears that Hydro-Klean is the lowest responsible bidder that meets the required specifications.

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

1. The Mayor and the City Administrator are authorized and directed to enter into a contract with Visu-Sewer, Inc for the sanitary sewer lining project in the amount of \$74,439.00.

Adopted by the Council of the City of St. Charles, Minnesota this 8th day of February, 2022.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

WHKS & Co.

Quote Due Date: February 4, 2022 @ 11 am

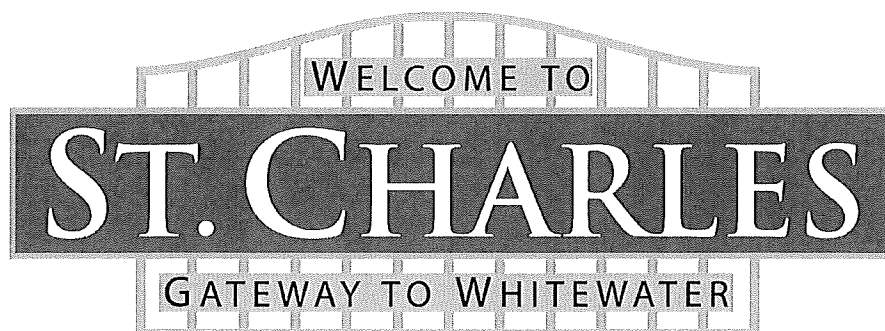
WHKS Project No. 5985.22 2022 Sanitary Sewer Lining St Charles, MN			Visu-Sewer, Inc. W230 N4855 Betker Dr. Pewaukee, WI 53072		Municipal Pipe Tool 515 5th St PO Box 398 Hudson, IA 50643	
ITEM	QUANTITY		UNIT	TOTAL	UNIT	TOTAL
1. Mobilization	1	LS	\$3,000.00	\$3,000.00	\$10,500.00	\$10,500.00
2. Traffic Control	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00
3. 8" Lining	1,420	LF	\$32.50	\$46,150.00	\$25.50	\$36,210.00
4. Heavy Cleaning	200	LF	\$1.00	\$200.00	\$10.00	\$2,000.00
5. Root Cutting	200	LF	\$1.00	\$200.00	\$10.00	\$2,000.00
6. Root Cut/Ream in Services	4	EA	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00
7. Cut Intruding Taps	4	EA	\$280.00	\$1,120.00	\$450.00	\$1,800.00
8. Reinstate 4"/6" Service	29	EA	\$150.00	\$4,350.00	\$125.00	\$3,625.00
9. Air Test Service	29	EA	\$510.00	\$14,790.00	\$395.00	\$11,455.00
10. Grout Failed Service	29	EA	\$1.00	\$29.00	\$50.00	\$1,450.00
11. Pre- and Post-Lining Televising Records	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL BID				\$74,439.00		\$75,540.00

**Request for City Council Action**Date: Feb. 4, 2022Requested Council Date: Feb. 8, 2022Originating Department: Street DepartmentCouncil Action Requested: \$10,000 Downpayment for 2023 Plow Truck

Background Information: In 2023, the 2007 Freightliner plow truck is slated to be replaced. The original tuck schedule calls for a 10-year replacement plan; however, it was able to be delayed for 5 years as the unit was good along with proper maintenance, etc.

In early January the unit was struck while plowing snow on Enterprise Drive. The LMCIT is working to receive payment by the party involved for damages sustained. In talks with the truck vendor, it was relayed that ordering a vehicle at this time would benefit the city as only a few of the models are being made due to supply issues. It has been relayed that ordering now will ensure our vendor's receipt of the last 2023 model. The model still will not be received until January and a finished building process will follow that. The vendor has relayed that this 2023 model will be the last one offered before additional EPA standards and requirements will be mandated, which may equate to additional cost and issue as vendors work to figure out how the updates impact the unit's actual operations.

The 2023 chassis price is \$137,050.00 and a \$10,000 down payment is required. In 2021, the legislature funded the Small Cities Assistance Program which provided cities with a population under 5,000 additional money to be spent within a recommended 24 months of receipt. The first disbursement was in July and the second disbursement was received in December for a total of \$73,490.00. In 2023, four departments are budgeted to cost share in the unit. Using these funds will reduce the 2023 CIP budget and a trade-in value will also be provided in 2023. It is recommended to move forward with the down payment to hold the unit for the City of St. Charles.



PRICING SUMMARY

GRANITE 64FR

VEHICLE PRICE

\$136,700.00

FET EXEMPT ITEMS

Service Fee

\$350.00

TOTAL FET EXEMPT ITEMS

\$350.00

TAX SUMMARY

AMT. SUBJECT TO TAX

FET

\$136,700.00

\$0.00

TOTAL TAX

\$0.00

TOTAL SELLING PRICE (PER UNIT) USD

\$137,050.00

ST CHARLES CITY OF

DATE

BOB FRISE ENTERPRISES, LLC

DATE

CUSTOMER PROPOSAL



ST CHARLES CITY OF
830 WHITEWATER AVE
SAINT CHARLES
MN 559721298

2/4/2022

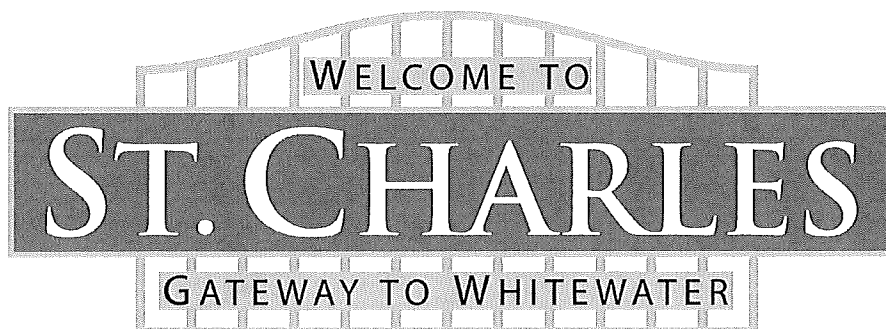
BOB FRISE ENTERPRISES, LLC
205 CAUSEWAY BLVD
LA CROSSE
WI 546033119

FRIS2022000019D490
GRANITE 64FR
Qty: 1



**Request for City Council Action**Date: Feb. 3, 2022Requested Council Date: Feb. 8, 2022Originating Department: AmbulanceCouncil Action Requested: Daytime On-call pay to \$1.50/hrBackground Information:

As the ambulance department has been struggling to find daytime coverage, in talking with area departments as well as ambulance personnel, the move to daytime on-call pay is being utilized by many, if not all, services in order to retract and retain these employees. As part of the 2022 budget, a day-time on-call compensation was considered. Currently, volunteers receive a \$2/hour stipend to take call between 6 p.m. Fridays and 6 a.m. Mondays. It is proposed to approve a \$1.50/hr. for weekday coverage to incentivize current and future part-time personnel. While it is estimated that for 24 hours coverage, 5 days a week, for three personnel it would cost approximately \$28,080, having three personnel on the schedule is not realistic at this time. In addition, with a proposed fulltime staff member (ambulance director) serving in one of the roles during part of the time, it is believed that the department will not fully expend that cost. The ambulance department reviewed the proposal and recommends approval of the pay.



**Request for City Council Action**

Date: February 4, 2022

Requested Council Date: February 8, 2022

Originating Department: Ambulance Department

Council Action Requested: Hiring of EMTs/EMRs

Background Information: Several applicants were interviewed to serve on the St. Charles Ambulance. The applicants will need to attend class and pass their NREMT before serving, but the interview committee recommends approval of the following names, contingent upon successful background checks.

- Teresa Market
- Brendan Meyer
- James Palan
- Nathan Boice
- Meike Collins

EMR applicants

- Kim Ihrke
- Mark Graham



City of St. Charles
Resolution #05-2022

**RESOLUTION ACKNOWLEDGING THE DONATION TO THE CITY OF ST. CHARLES
FROM ST. CHARLES LIONS CLUB**

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 City of St. Charles has received a donation in the amount of \$600.00 from the St. Charles Lions Club to be used by the City of St. Charles toward the purchase of flower planters.

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 \$600.00 from the St. Charles Lions Club to be used toward the purchase of flower planters.

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

Adopted this 8th day of February, 2022 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Nick Koverman, City Administrator

In 2022 Trinity Lutheran Church would like to conduct three outdoor Gospel concerts in the green space next to City Hall and proceeds would be split between important causes in the community similar to what we did in 2020 and 2021.

Area bands would be hired to provide entertainment. A free will offering will be requested as people enter the event.

As we did in 2020 and 2021 we will follow any required social distancing guidelines in place on the days of the three concerts. Trinity church members would fence the area, guide attendees to enter and leave through designated gates, and encourage safe distancing all in compliance with Governor Walz's rules on large gatherings. Under those rules outside events do not require masks although we would have masks available for those who wish to wear them. We would monitor the number of people at the event and limit attendance to no more than 250 individuals, therefore allowing plenty of safe distancing at the event. Trinity Lutheran members will monitor the "Entrance" and "Exit" gates and will take care of all set up and tear down of the fencing as well as garbage pickup after the event. If state rules allow we would plan to serve food and beverages at the events following state rule protocols (no alcohol).

Our request is to use the city's garbage cans, green space and electricity for each concert from 5 PM until 8 PM on Wednesday June 8th, July 20, and August 17th. We have selected dates that do not conflict with WOW. We would plan to continue to work with Nick and the city staff on the locations of where we can place our banners to create visibility for these events. We also ask that the bathrooms in the city hall be available during the event which removes the cost of renting portable toilets.

We would pay directly all costs of the band, advertising, fencing, and liability insurance for the event and since proceeds are going directly to important causes in our community we would ask the city to allow our use of the green space at no cost.

We wish to thank the City Council for allowing our use of the space in 2020 that allowed us to raise over \$1800 for community causes and in 2021 when we raised \$2250. Your cooperation is important and appreciated.

Thank you for your consideration,

Duane Jacobson
Evangelism Chair
Trinity Lutheran Church
507-269-6953

DATE Feb 2, 2022
FROM: R.E.C Committee
TO: City Council
RE: W.O.W.

On behalf of the R.E.C. Committee, we would like to request the use of City Hall restrooms, waste containers and garbage bags, picnic tables and wooden spools for our W.O.W events scheduled for

June 15 and 29
July 13 and 27
August 10 and 24

W.O.W events will be 5:00 -8:00 p.m. in the Green space behind City Hall

Please contact Laura Schaber (507-259-6555) or Lindsay Gust (507-272-0376) with any questions or concerns. Thank you for collaborating with us for these community events.