



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, February 9, 2021 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 9, 2021 Agenda	APPROVE
4. Meeting Minutes	APPROVE
-January 4, 2021	
-January 12, 2021	
-January 26, 2021	
5. February Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Oath of Office-Police Chief Jose Pelaez	HOLD
8. Reports of Boards and Committees:	INFORMATION
8a. Administrator's Report, Nick Koverman	
8b. Public Works Superintendent Report, Kyle Karger	
8c. Chief of Police Report, Jose Pelaez	
8d. Library Board Report, David Kramer	
8e. Park Board, Dave Braun	
8f. P&Z, David Kramer	
8g. School Board, John Steffel	
9. Public Hearing—3.2 Liquor License—Love's Travel Stops	HOLD
10. Resolution #03-2021 Love's Travel Stops 3.2 Malt Liquor License	APPROVE
11. DNR Whitewater River Restoration Grant/Contract	APPROVE
12. Resolution #05-2021 MPCA Recycling/Composting Grant Application	APPROVE
13. Ordinance #630 Amending 152.41 General Regulations (1 st Reading)	APPROVE
14. LMCIT Annual Municipal Tort Liability	APPROVE
16. Park Board Resignation-Eric Manley	APPROVE
16. Resolution #04-2021 Accepting a Donation-City of Dover	APPROVE
17. Request for Council Action -Emergency Paid Sick Leave Policy	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

Please Note: Some or all councilmembers may participate by telephone or other electronic means as permitted through Minn. Stat. 13D.021.
To attend the conference call please dial 1-320-460-1726 and the
conference ID: 412 683 142#



MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, February 9, 2021

9. Public Hearing—3.2 Liquor License—Love’s Travel Stops & Country Stores, Inc. A completed background check has been completed and approved by the St. Charles Police Department and all information meeting the requirements along with the associated fees has been received. A recommendation to approve the 3.2 malt liquor license is recommended.

10. Resolution #03-2021 Love’s Travel Stops 3.2 Malt Liquor License. Please see enclosed resolution for consideration.

11. DNR Whitewater River Restoration Grant/Contract. City staff have been working with the DNR over the last 12 months after learning of a grant opportunity to assist in a Whitewater River restoration project which will help to protect riverbanks through widening and shaping, while also provided additional flood capacity. The additional goal of the project is to promote fishing of the native trout and safer riverbanks will make that possible. The attached grant application is included along with the DNR contract. The grant, if accepted, is for \$400,000 with the city contributing up to \$50,000 of which a portion can be in-kind such as labor, trucking, etc. The project would be slated for 2022.

12. Resolution #05-2021 MPCA Recycling/Composting Grant Application. Public Works staff is seeking approval for the enclosed resolution to seek a grant from the MPCA to construct six permanent composting bins at City Shop at an approximate cost of \$40,000. The grant application is requesting \$30,000 with the City matching \$10,000 out of its compost budget to construct a permanent concrete pad and bins for the purpose of composting. Currently, staff are hauling and burying unused materials. Residents have requested this service over the years and it is the hope that through the grant, this material can be put to good use for residential needs/projects.

13. Ordinance #630 Amending 152.41 General Regulations (1st Reading). The Planning & Zoning Commission reviewed the proposed ordinance amendment at its February 4, 2021 meeting and recommends approval at this time. Please see the enclosed ordinance for consideration.

14. LMCIT Annual Municipal Tort Liability. Please see the enclosed waiver form that signifies that the City DOES NOT WAIVE its tort liability limits. It is recommended for approval.

15. Park Board Resignation-Eric Manley. The Park Board will be considering the resignation of Eric Manley from the Park Board February 8, 2021 as he accepted a term with the St. Charles School Board and unfortunately the two meeting times conflict.

16. Resolution #04-2021 Accepting a Donation-City of Dover to St. Charles Ambulance. Please see the enclosed resolution accepting a donation to the St. Charles Volunteer Ambulance from the City of Dover.

17. Request for Council Action-Emergency Paid Sick Leavy Policy. Please see the enclosed RCA for consideration along with the proposed temporary policy.

MINUTES of the ST. CHARLES CITY COUNCIL
for Monday, January 4, 2021 held at 5:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun (via teleconference)

John Steffel

Wayne Getz

David Kramer (via teleconference)

Note: Due to COVID-19 pandemic, Council previously authorized a local emergency resolution allowing the use of teleconferencing to observe Governor Tim Walz Executive Order 20-20, which called for sheltering in place.

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**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

4. Oath of Office. The Oath of Office was given to Councilmembers John Steffel and Wayne Getz, and Mayor John Schaber. Bill Eckles was sworn in previously as city treasurer.

5. 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: **David Kramer**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

6. 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: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

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

2021 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.

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

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

9. Julie Ludwig-Library Assistant (Permanent Part-time). Admin. Koverman briefly reviewed the memo with the recommendation to promote Julie Ludwig to Permanent Part-time which would increase her hours to 30 hours per week, which would then make her benefit eligible. Ludwig has been with the library for 20 years and over the past 2 years, Ludwig has been working to increase programming and outreach services while library hours have been steadily increasing. The library board has been working toward this goal and has been budgeted as part of the 2021 cycle. A motion was made to approve the promotion effective January 4, 2021 at the second step of the 2021 BPS.

Motion to approve: **Dave Braun**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

10. Mayor's Presentation (39 Years of Service). Mayor Schaber read aloud a statement of thanks for Sharon Grossardt's 39 years of service that she was celebrating on January 4th. All councilmembers thanked her for her service and dedication to the community.

UNSCHEDULED PUBLIC APPEARANCES

-None

Motion to adjourn at 5:07 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 12, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun (via phone)

John Steffel

Wayne Getz

David Kramer (via phone)

Note: Due to COVID-19 pandemic, Council previously authorized a local emergency resolution allowing the use of teleconferencing to observe Governor Tim Walz Executive Order 20-20, which called for sheltering in place.

STAFF PRESENT: Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: Daren Sikkink (WHKS), Dan Pecarina (CEO of HBC). All guests were in attendance via teleconference.

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: **John Steffel**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

4. Meeting Minutes

December 8, 2020

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion declared carried.

December 22, 2020

Motion to approve: **John Steffel**

Roll call was taken and all voted in favor.

No further discussion

Motion declared carried.

5. January Payables. No questions were asked.

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

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 invited councilmember to attend virtually.

7. Reports of Boards and Committee:

Various reports were given.

8. HBC Presentation—Dan Pecarina (CEO). Dan Pecarina was welcomed to the meeting by Mayor Schaber. The mayor asked him to provide an update to the Council regarding the recent changes in the programming and the loss of two channels in particular of WCCO and KSTP. Mr. Pecarina highlighted for the Council the background and rules that govern how telecommunications companies must provide the local channels that are assigned to a particular area's Designated Market Area (DMA). For St. Charles and Winona County, the required DMAs are based out of LaCrosse, Wisconsin. These markets were set up in the 1960s through legislation approved by the Federal Communications Commission (FCC). Over the years, Pecarina relayed that HBC had been able to negotiate with the providers of WCCO and KSTP, who are not required DMAs, but that recent negotiations to maintain these providers would have seen per user fees increase \$10-\$12 and thus HBC was cost prohibitive as there were already increases being implemented due to the required DMA programming that they must provide to market subscribers. He stated that ongoing discussion continues with WCCO and asked that if residents are willing to share support in that negotiation/discussion, HBC would appreciate that assistance. It was asked by Council if an ala carte service for those networks could be offered, and Pecarina said that at this time it was not possible. The mayor thanked him for his work on our residents behalf as well as the information update.

9. Resolution #01-2021 Accepting and Awarding Water Tower Bids. Daren Sikkink of WHKS reviewed the bids received for the proposed 100,000 gallon water tank that would serve the Chattanooga Innovation Park as well as additional land expansions around that area. Three bids were received from Maguire Iron, Inc., Caldwell Tanks, Inc. and Phoenix Fabricators. Bidders submitted two alternatives consisting of construction times of 2021 and 2022. The lowest bid was from Maguire Iron, Inc. at \$806,800.00 with a start date of 2021. In addition, bidders were asked to provide a bid component of a high grade paint and for Maguire, Inc. the addition expense was \$15,000.00. The next closest bid by comparison was Caldwell Tanks, Inc. with \$987,000.00 with a \$10,000 alternative. After reviewing the bids, Sikkink relayed that it would be their recommendation after staff discussion, to approve Maguire Iron, Inc. for a total of \$821,800.00 for the 2021 build including the additional \$15,000.00 for high grade paint. A motion was made to approve the request as presented.

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

10. Resolution #02-2021 Reimbursement Resolution. Admin. Koverman relayed that in preparation for the water tower bid award, he contacted Mike Bubany to inquire about any other flexibility that the city could consider. As per the previous plan discussed with Council, the water tower had been placed in the city's Capital Improvement Plan and the city had been building water reserves to pay cash for the purchase. In talking with Mr. Bubany, the city's financial advisor, he suggested the possibility of a reimbursement resolution so in the event that unforeseen events transpire, with the passage of the resolution, the city may consider the option of bonding for the project and reimburse itself the money. The proposed resolution does not commit the city to any action, but Bubany noted that it allows for greater flexibility down the road. The city could bond without the resolution if it deemed it necessary, but rates and the process would vary. Mayor Schaber stated that he thought the resolution provided the city with a mechanism to explore other options if desired or necessary, but that it did not commit the city either. A motion was made to approve the resolution as presented.

Motion to approve: **Dave Braun**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

11. 2020 Pay Equity Report. Admin. Koverman relayed that every 3 years, the City is required to submit a Pay Equity Report which is a method used by the Minnesota Office of Management and Budget to eliminate discrimination between women who are paid less for jobs requiring comparable levels of

expertise. Part of the 2017 salary study was taken on in order to ensure that the City would be and remain in compliance. The report indicated that the City was in compliance, according to Koverman, and he recommended approval of the report to be submitted. Hearing no questions, a motion was made to approve the report as presented.

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

12. 2021 SEMCAC-Conservation Improvement Plan (CIP). Admin. Koverman briefly highlighted the contract between the electric utility and SEMCAC, who provides audits and appliance replacement programs to qualifying low income residents as part of the state mandate for electric utilities. SEMCAC has provided the service to the City of St. Charles for a number of years and he recommends that the contract be renewed for 2021. A motion was made to approve the contract renewal for 2021.

Motion to approve: **David Kramer**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

13. EDA-Dr. Eric Omdahl. Mayor Schaber briefly discussed the application of Dr. Eric Omdahl with the EDA and asked for any questions. Hearing none, he called for a motion to approve.

Motion to approve: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

14. 2021 Winter Park & Rec. Brochure. No questions were asked. A motion to approve the brochure was moved.

Motion to approve: **Dave Braun**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 6:34 p.m.: **Wayne Getz**

Roll call was taken and all voted in favor.

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, January 26, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun (via phone)

John Steffel

Wayne Getz

David Kramer (via phone)

Note: Due to COVID-19 pandemic, Council previously authorized a local emergency resolution allowing the use of teleconferencing to observe Governor Tim Walz Executive Order 20-20, which called for sheltering in place.

STAFF PRESENT: Ken Frank (Chief of Police), Jose Pelaez (Police Sergeant), Kyle Karger (Public Works Director) and Nick Koverman (City Administrator)

OTHERS PRESENT: Bob Bambenek (Winona County Recorder), Jim Wolter (Rolling Hills Transit Director), and Bill Spitzer.

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: Addition 11). Trinity Lutheran Church Request. 12.) Police Chief Vacation Payout Request

Motion to approve the agenda.

Motion to approve: **John Steffel**

Roll call was taken, all voted in favor.

No further discussion.

Motion carried.

4. Notices and Communications. Mayor Schaber relayed a thank you from SMIF for the annual support by the City. Admin. Koverman highlighted the upcoming Project Fine annual report meeting that would be held February 16, 2021. Council could attend virtually and the link was provided to all.

5. Review of Financials: No questions were asked.

Motion to approve: **Wayne Getz**

Roll call was taken, all voted in favor.

No further discussion.

Motion declared carried.

6. Winona County Recorder Bob Bambenek-2020 in Review. Winona County Recorder Bob Bambenek provided a look back on the sales of 2020 in Winona County and St. Charles. A few of the highlights indicated that 25 sales were recorded in St. Charles and 76 percent were sold over market value with the highest sale in St. Charles at \$479,000. Council thanked Mr. Bambenek for his time and presentation.

7. Rolling Hills Transit Update—Jim Wolter. Executive Director Jim Wolter provided Council with a brief update as to the activity in the public bus service. He indicated that 15 buses are now running 10 routes with three new expansion routes that are serviced by 21 drivers. He highlighted that the last quarter of 2020 showed 520 rides, which considering the state of COVID was to be expected. Wolter indicated that a total of 3,300 rides were provided in 2020, but were down as compared to 2019 (6,100) and 2018 (6,600). He highlighted that bus replacement for the St. Charles bus is slated for 2022 and that costs of

units have risen as the chassis style has changed. He also highlighted for Council that since 2015 when Rolling Hills Transit started, there had not been a price increase. As of February 1, 2021, the intown one-way route will increase from \$1.50 to \$2.00, while the senior center ride (roundtrip) will increase from \$1.75 to two dollars. Clm. Getz relayed that as a driver he sees firsthand the need for the service and how well the service runs through SEMCAC/Rolling Hills. Bill Spitzer, also a driver for the service, thanked Mr. Wolter and his staff for their service and expressed how important it was to the community. Mr. Wolter was thanked for his time.

8. Water Tower Logo Presentation. As the chairman of the committee, Bill Spitzer presented the two design options and costs to the Council for consideration. The committee has proposed that the base color be a buttercream which is similar to the water tower on Whispering Hills along with the two design options. The discussion then turned to whether Council choose an option or seek community input through various avenues. Several options were discussed with a Google survey, newspaper posting, a notice on utility bills, emails, etc. Mayor Schaber expressed that he hopes that all community members have access to vote. After discussion, Council agreed that they indeed wanted to seek community input. Clm. Kramer sought clarification from Council that either two options would be acceptable to the Council as a whole? The Council concurred that either option would be a good. It was discussed that given the project timeline, the committee could work to find the best alternatives for disseminating the survey and to allow the committee and Bill Spitzer to work with administration. It was the consensus of the Council to move forward.

9. Fulltime Officer Advertisement. Sergeant Jose Pelaez addressed the Council and first thanked Chief Ken Frank for his years of service and leadership to the department and to himself. He relayed that as of February 1, 2021, the position of Sergeant will be vacant and that his goal as the next Chief of Police will be to fill that position internally. However, prior to that move, he would like to fill the open Officer position. Because of the summer schedule and the length of time it takes to advertise, interview, and train, it wouldn't be until mid summer until an Officer is able to be out by themselves. Mayor Schaber asked for any comments or questions. Hearing none, he called for a motion to proceed with advertising and it was so moved.

Motion to approve: **David Kramer**

Roll call was taken, all voted in favor.

No further discussion.

Motion declared carried.

10. Non-Sufficient Funds (NSF) Policy. Admin. Koverman relayed that through staff discussion it was determined that the non-sufficient funds policy could be updated to include NSF charges from electronic vendors as well as lenders who may add an additional charge on top of the city's \$25.00 fee. In addition, it was the practice that after two NSF checks the city would only allow cash, cashier's checks or money orders. No other questions were asked a motion to approve the updated policy was so moved.

Motion to approve: **Wayne Getz**

Roll call was taken, all voted in favor.

No further discussion.

Motion declared carried.

11. Trinity Lutheran Church Request. Mayor Schaber presented a request from the Trinity Lutheran Church to bring in and store an organ for their Thursday and Sunday services. They agree through the email request that they understand that the city assumes no liability and that others may use the organ. At the time the church looks to move out they would take the organ with them. Admin. Koverman discussed that the piano has no value as he has had several people look at it and it was expressed that it would not be worth the expense of repair. He would make arrangements to have it removed. A motion was made to approve the request to allow the organ be used and stored in the community center.

Motion to approve: **John Steffel**

Roll call was taken, all voted in favor.

No further discussion.

Motion declared carried.

12. Police Chief Vacation Payout Request. Mayor Schaber began by relaying that he and Administrator Koverman reviewed a request for additional vacation hours over and above the allowed 40 hours of carryover per year due to special circumstances. Administrator Koverman relayed that when a letter of separation was provided to Chief Frank, his intention at that time in late October was to utilize the nearly 110 hours of vacation toward the end of the year in order to get down to 40 hours. In addition, he relayed that due to COVID several staff needed to use hours and did so at their convenience. However, the following weeks after discussing the letter of separation and his plan to utilize his vacation time, were difficult in the police department as an employee was required to be quarantined for 14 days. Chief also took time off for sickness and funeral leave, which left very little ability to take additional time as he felt the need to be on hand. He did take about 32 hours as flex time over the last two months and through discussion between Chief and Admin. Koverman he was certainly willing to have that looked at as vacation time used. As of January 1, 2021 Chief Frank accrued 104 hours as part of his years of service. The difference between the two proposed suggestions was either to pay 182 hours or the maximum at two hundred. Mayor Schaber asked for any questions or comments and it was relayed that Chief certainly could have taken the vacation time, but would have left the department short-handed. A motion was made to approve the payout of the maximum of 200 hours considering the unique and special circumstances that did not allow for the use of vacation time as intended.

Motion to approve: **Wayne Getz**

Roll call was taken, all voted in favor.

No further discussion.

Motion declared carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 6:56 p.m.: **Wayne Getz**

Roll call was taken, and all voted in favor.

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator



City Administrator's Report—January 2021

Jan. 13—Phone conference with Brandon Fitzsimmons to follow up on project proposals previously discussed. We discussed holding an informational meeting with all department heads to review labor contracts and processes. In addition, Flaherty & Hood had previously provided a proposal to review the city's personnel policy. Staff is waiting for a cost proposal and will bring the proposal to council once solidified.

Attended the Friends of Whitewater State Park meeting in the afternoon where I serve as the liaison for the city.

Jan. 14—Held an SCACF meeting to discuss project goals and strategic planning.

Jan. 15—Held a conference call with a senior planner from Hoisington Kogler to review the C-3 Zoning district. The representative proposed different ideas and projects and this information will be shared with Planning & Zoning. In summary, other alternatives will be explored as the proposals seemed cost prohibited.

Jan. 19—Held conference call with DNR representative, Rick Schaber and Daren Sikkink (WHKS) to review DNR proposed contract and 2022 project.

Jan. 20—Attended SCACF board meeting.

Jan. 25—Public Works Director Kyle Karger and I met with Ken Whitcomb of Mi-Energy to discuss EV charging stations and partnering with Mi-Energy who has a contract/partnership with ZEP Energy. More information will be presented to Council at a future date.

Jan. 26—Attended UMMEG Steering committee call to review REC savings and possible sales.

Jan. 27-29. Vacation

PUBLIC WORKS REPORT – January 2021

- Utility Locates; check 2020 power plant files; repaired street lights and retro fitted to LED; took down Christmas decorations; cut down Blvd. ash trees 26 so far; got plows and sanders ready for snow plowing; inventoried and sent in rubber goods to be checked; sent in yearly EPA reports for power plant; washed trucks and equipment after plowing and sanding; faxed power plant run report to Dairy land power; checked electric complaint on E 15th St; checked maps to old exposed primary wire for 2021 replacement projects; MMUA safety meeting and truck maintenance.
- New service install 213 E 4th; took two pickup plows and sander to Volkarts for swapping with new trucks; temporary secondary service to permanent 535 Northern Valley Court; replaced street light on Wiskow Way; Swapped trucks at Sugar Loaf Ford; Cleaned Main Street with DOT and hauled snow piles; plow trucks to peter built for yearly DOT; Skating rink maintenance; stop and go lights; semi repaired\notified DOT needs some replacement for rusted sockets; changed cutting edges on plow trucks and stock locate truck.
- Ordering 2021 electrical inventory; install new solar meter on Kieffer Hills Dr; fuel truck; checked all six city warning sirens/all working on 1/6/2021; City power blinking complaint – city looked good- windy day Dairyland transmission was suspected; worked on street sweeper; switched water truck topper to new truck; chainsaw maintenance before tree cutting; picked up trash at city park; cleaned sidewalks and park trails; Front end loader repairs; John Deer sweeper repairs; patch water valve; multiple fleet oil changes; camera sewer line with Jetpack Truck; handed out pink slips for City Hall and cleaned snow storage area at fairgrounds.
- Hauled snow off main street with DOT; changed filters on air handlers at City Hall and library; changed leaky water meter; hung signs on whitewater for NO Parking during street cleanup; lights replaced at City Hall; salt hauled to old shop; repairs on grader; checked sewer line 106 whitewater Ave; maintenance on skid loader; repaired snow pusher on loader; flood ice rinks; repaired manhole and picked up old filing cabinets from police garage.
- Picked up Christmas trees City Wide; sort big logs at wood pile; delivered delinquent notices, cleaned city shop, Mike learning new snow routes; salted sidewalks owned by City; finals for City Hall; installed grommets for banners and installed steel post for hanging banners; monthly water samples; climbed water tower checking ice in bowl; shut off water in Oakview for repairs; read electric and water meters; replaced water meters; repaired plows cutting edge; worked on plows hydraulics; replaced plow couplings; sewer backup inspection 400 block Whitewater Ave; grinded pipes and painted in I-90 booster station.

Sincerely,
Kyle Karger, Director of Public Works

City of St. Charles Police Department

Chief – Jose Pelaez #601

830 Whitewater Avenue

St. Charles, MN 55972

(507) 932-8020 · (507) 932-8701 FAX



February 9, 2021

- The epoxy painting and sealing of the office and garage floors was completed on December 16 and we are very satisfied with the work that was done. (Picture attached).
- On January 4, Officers got their first-round of the COVID-19 vaccine. The vaccination took place at the Lewiston Community Center and was organized by the Winona County Emergency Management. Officers are due for their second vaccine in February.
- On January 13, Officers completed Confessions and Interrogations training. This training was instructed via Zoom by Assistant Winona County Attorney, Kevin O'Laughlin. Although this training is not mandated by the POST Board, Officers of this Department take this training as a re-fresher, every year. The training covered legal definitions, constitutional protections, landmark court cases, and legal guidelines for obtaining confessions and conducting interrogations.
- We continue to make progress in the transition of our Department Policies to the web based Lexipol Knowledge Management System (KMS). Right now, we continue to review all the policies that are suggested by Lexipol, which are based on Federal and State mandates, and Best Practices, as well as our own department policies.
- On January of 2021, the Minnesota POST Board updated their policy on Eyewitness Identification Procedures. The Minnesota POST Board required that all law enforcement agencies adopt this new model policy by February 1, 2021. By the end of January, our Department had already adopted this new policy, and all of our Officers have already reviewed and acknowledged this new policy, which is aimed "to enhance the investigative process and emphasize identifying persons responsible for crime and exonerating the innocent" (SCPD Policy Manual, Policy # 604.2)

Respectfully submitted,

Chief, Jose Pelaez

"Proud to Serve"







Planning and Zoning Commission
Thursday, February 4, 2020
7:00 P.M.
City Council Chambers
Minutes

MEMBERS PRESENT:

Terry Jones
Tim Jones
David Kramer (via phone)
Wayne Getz
J.D. Purl

MEMBERS ABSENT:

Freddy Perez
Jerel Mockenhaupt

STAFF PRESENT:

City Administrator Nick Koverman.

OTHERS IN ATTENDANCE: None.

ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Tim Jones calling the meeting to order at 7:01 p.m.

APPROVAL of AGENDA:

Motion by: **J.D. Purl**
Seconded by: **Terry Jones**
No further discussion.
Motion declared carried

APPROVAL of MINUTES-November 5, 2020

Motion to approve: **Wayne Getz**
Seconded by: **J.D. Purl**
No further discussion.
Motion declared carried

BUSINESS ITEMS:

4a. Public Hearing—152.41 Signage Language Amendment. Chair Jones asked Admin. Koverman to give a brief highlight of the proposed amendment. Admin. Koverman detailed that with the proposed addition at the high school, he was contacted regarding the proposed signs to be installed at the high school, which included two signs on one face and a third sign on a separate face on the south side of the building. It was identified that there are not many signage regulations for the R-1 Single Family Residential district and that schools are located in the R-1. In order to accommodate their need, Koverman worked with Andy Masterpole to review the signage regulations and propose an amendment which was brought to the Commission that evening. The proposal would allow for signs up to 125 square feet in space to be located on each building facing and could be lit if desired. Several questions were asked and in the end the Commission felt comfortable with the proposed language.

Jones called for a motion to open the public hearing at 7:08 p.m.

Motion to approve: **J.D. Purl**
Seconded by: **Terry Jones**
No further discussion.
Motion declared carried

Jones stated that comments would be taken from anyone present and limited the comments up to 5 minutes for or against the proposed language. Seeing no one else present, he called three times for comment. Hearing none, he called for a motion to close the public hearing at 7:08 p.m.

Motion to close the public hearing at 7:08 p.m.

Motion to approve: **Terry Jones**

Seconded by: **Wayne Getz**

No further discussion.

Motion declared carried.

4b. Ordinance #630 Signage Amendment. Jones again asked for any comment. Kramer asked if the square footage cited would allow for the proposal. Koverman relayed that it would. Kramer motioned to forward a favorable recommendation to Council regarding Ordinance #630.

Motion to approve: **David Kramer**

Seconded by **Terry Jones**

No further discussion.

Motion declared carried.

Koverman provided several updates on construction projects for 2021 as well as conversation regarding the C-3 Zoning district and possible language amendments. He has made contact with various colleagues to seek additional assistance before looking at additional contracted outside agencies. He did speak with one vendor and it seemed cost prohibitive. He would report as he had more information.

Motion to adjourn at 7:22 p.m.

Motion to approve: **J.D. Purl**

Seconded by: **Wayne Getz**

No further discussion.

Motion carried.

Resolution #03-2021

A RESOLUTION APPROVING LIQUOR LICENSE

WHEREAS, the following businesses have applied to the City of St. Charles for a 3.2 malt liquor license for the remaining year 2021:

Love's Travel Stops & Country Stores, Inc.- 2102 Enterprise Drive - 3.2 Malt Liquor License

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

1. The Council of the City of St. Charles hereby approves the Liquor License for the above-named business.

Adopted by the Council of the City of St. Charles, Minnesota this 9th day of February 2021.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: January 8, 2021

PROJECT CONTACT

Project Name: Whitewater River Restoration, Phase 1
Organization Name: City of St. Charles
Organization Type: Government
Mailing Address 1: 830 Whitewater Avenue
City, State ZIP Code: St. Charles, MN 55972

Project Manager: Daren Sikkink
Title: City Engineer, WHKS & Co.
Phone: 507-288-3923
Email: dsikkink@whks.com

PROJECT OVERVIEW**Sites / Location**

County Name: Winona
Project Site Name: Whitewater River Restoration, Phase 1
Total Project Sites: 1
Total Project Acres: 6

Land Ownership

Primary Land Ownership: Local Government
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Fish, Game or Wildlife Habitat
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Statewide
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$400,000
Total Match Amount Pledged:	\$47,000
Additional Funding Amount:	\$0
Total Project Cost:	\$447,000

PROJECT SUMMARY

The City of St. Charles is proposing to restore approximately 2,535 feet of river within the City Park. This restoration project would take place on the South Branch Whitewater River, a DNR designated public water. This portion of the Whitewater River is significantly incised with active head-cuts that are threatening the adjacent parkland and trails. Without mitigation, the stream health will not improve in the foreseeable future. This project is proposing to reshape and regrade the adjoining riverbanks, construct numerous in-stream habitat features, remove invasive plant species, and establish native plants along the restored reach. This project is being designed specifically to enhance habitat, reduce riverbank erosion, and improve fishing opportunities while also providing educational opportunities and promoting future conservation projects. If grant funds are awarded, the City will encourage community members to support additional restoration projects along the Whitewater River in the future. The City currently owns three additional parcels through which the Whitewater River flows (two of these parcels are also within other City parks). The City has expressed interest in restoring these other sections of the Whitewater River as well. The City's long-term goal is to fully restore the entire length of the Whitewater River that flows through St. Charles.

PROBLEM STATEMENT

This portion of the Whitewater River lacks the habitat necessary to sustain a healthy biological community. Without mitigation, stream health will not improve in the foreseeable future. The section of river that flows through the eastern portion of the City Park originally meandered 300 feet north of its current position but was straightened between the late 1940s and early 1950s. Since then, the river has begun to meander within its new alignment. However, the meanders that have formed are structurally unstable and unnatural. This section of river is also significantly incised with 4-foot, near-vertical banks. The average width of the Whitewater River within the City park is 15 feet, but during past floods, the riverbanks have eroded excessively and are now over 30 feet wide in areas. In these over-widened sections, water levels are very shallow with very little flow and geomorphic diversity, making these areas unsuitable for many types of aquatic life. The eroding riverbanks are also threatening the adjacent parkland

PROBLEM STATEMENT *(Continued)*

and trails and are a safety hazard to park users. Many invasive and problematic species including reed canary grass, buckthorn, and ash trees that are infested with emerald ash borer are present along the river. The main groundcover is mowed turf grass. This turf grass has very shallow roots with little ability to anchor the soil and reduce the potential for erosion during significant flood events, unlike native plants. Also, with very minimal natural buffer present, there is little to prevent soil and pollutant run-off from entering the river from the adjacent parkland and nearby ballfields. Although this portion of the Whitewater River is not a designated trout stream, areas of the Whitewater River downstream are designated as trout streams, and a variety of species of trout have been sighted within this portion of the Whitewater River as well. Since this degraded section is upstream from areas that are designated as trout stream, conditions in this location likely have an impact on these protected, downstream areas.

PROJECT OBJECTIVES

The City of St. Charles has 5 main goals for this project: 1) Increase habitat and biodiversity for both invertebrates and other non-game species 2) Reduce riverbank erosion and associated sedimentation downstream 3) Improve angler access and participation 4) Provide educational opportunities for the public 5) Promote additional conservation projects in the future. The main objective for this restoration project is to enhance fish habitat in a currently degraded portion of the Whitewater River. Many species of fish, including trout, inhabit this section of the river. Other animals such as turtles, frogs, muskrats, and a variety of birds have also been sighted within the project area. This restoration project is being designed specifically to enhance habitat for these species while also creating habitat for new species. An added benefit of this project is that it will also provide better recreational opportunities for the community. Children already utilize the park and are frequently seen fishing from the various pedestrian bridges. The proposed in-stream structures will provide habitat for fish and will also be areas of interest for children, anglers, and other park users. Multiple educational kiosks will also be installed along the trails which will provide visitors with information about native species. Since this restoration project would take place in the City park in St. Charles, residents would see the benefits of this restoration project which will hopefully promote additional restoration projects in the future. Upon completion of this project, we expect to see an increase in fish and trout populations within this portion of the Whitewater River and an increase in park usage and angling. There are multiple factors that make this budget cost-effective. WHKS & Co. has extensive experience in stream restoration projects and has a proven record of completing past restoration projects within budget. The City of St. Charles already owns the land where the proposed restoration project will take place, and no additional easements are needed. There is easy site access for the project; no additional access roads will need to be constructed. Material from the site will only be hauled a short distance away, and removed trees will be utilized on-site as root-wads. Also, since the proposed project is within an existing City park, the area will be protected from future disturbance and will be maintained by City staff.

METHODS

A contractor with experience in stream restoration will be hired for this project. City Staff will be responsible for trucking excess soil off site, clearing and grubbing trees, and hauling away any trees that are not used in the project. The first approach to restoring this section of the Whitewater River will be to remove all invasive species from the project area. Each buckthorn tree will be removed completely, including the roots, and will be burned. To mitigate for reed canary grass, the existing seed bank will be removed by excavating the top 18-24 inches of topsoil from the adjacent riverbanks. Then, the existing, incised riverbanks will be reshaped and regraded to a more stable slope which will prevent additional erosion and will reconnect the river to its over-bank floodplain to reduce negative impacts from severe flooding. The reshaping of the adjoining riverbanks will require the removal of some trees. However, many of the trees requiring removal are ash trees which are infested by emerald ash borer and will be removed by the City regardless of this project. These trees will then be utilized as root wads to provide additional habitat for fish and protect the river banks from future erosion. After the riverbanks are reshaped, a combination of cross-vanes, J-hooks, riffles, and boulder clusters will be constructed using native materials. These in-stream structures will help to redirect the flow of water to the center of the channel and away from adjoining riverbanks, decreasing the potential for future riverbank erosion. These structures will also help to form a more diverse pool and riffle stream sequence which will create additional habitat for fish and other aquatic species. The surrounding riverbanks will then be seeded with an herbaceous seed mixture containing a variety of grasses, rushes, sedges, wildflowers, and other vegetation native to southeast Minnesota. These native plants have extensive root systems which will help to hold sediment in place and will protect the riverbanks from erosion during future flood events. In addition, for every tree removed as part of this project, two will be planted either along the river, or within the City Park. These trees will also help to stabilize the adjacent riverbanks during floods. Native trees will be chosen over non-native trees.

EXPERIENCE / ABILITIES

WHKS & Co. (professional engineering firm), as an agent to the City of St. Charles, has specialized training in stream

CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

EXPERIENCE / ABILITIES *(Continued)*

restoration techniques and has successfully applied this training on similar past projects. WHKS has a proven history of stream restoration work with Trout Unlimited, including the successful completion of improvements on Camp Creek, Pine Creek, and Rush Creek, all of which were completed within budget. Each project is designed to specific standards in accordance with a proven set of design criteria. WHKS & Co. conducted a field review of the proposed project location and identified it as having a high potential for a successful restoration project. In past stream restoration projects with Trout Unlimited, WHKS utilized funds from the Natural Resources Conservation Service (NRCS). This is the first time WHKS & Co., and the City of St. Charles, has applied for the Conservation Partners Legacy (CPL) Grant. However, the City of St. Charles has received grant funding for a variety of projects in the past including a Clean Water Fund Grant from the Bureau of Water and Soil Resources (BWSR), US DOT funding for the 2019 Safe Routes to School project, and MN Department of Health funding for a wellhead protection project. All of these projects were completed successfully and within budget.

PROJECT TIMELINE

Time Frame	Goal
December 14th, 2020	Grant Funds Awarded
August 2021	Final Design and Permitting Complete
September - October 2021	Project Bidding
April 2022	Begin Project Construction
August 31st, 2022	Construction Completed

Estimated Project Completion Date: 2022-08-31

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

The City of St. Charles is committed to the successful completion of this restoration project. WHKS and the City of St. Charles have already collaborated with DNR representatives for guidance on this project. WHKS and St. Charles City staff met with DNR representatives on two occasions prior to submitting this grant application, including one site-visit. If awarded funding, WHKS and the City of St. Charles will continue to work closely with the DNR during the final design and construction phases of this project. This project has also received support from Trout Unlimited. A letter of support from Trout Unlimited is included in the attachment portion of this grant application.

2. Describe any urgency associated with this project.

In its current condition, there is little to protect this river from additional damage during flood events. If modifications are not made, additional habitat will likely be lost. This degraded section of river also poses a safety threat to park users and is threatening the adjacent trails and parkland. Modifications are necessary to protect the park, trails, and public. Also, the City is actively working to remove ash trees that are infested with emerald ash borer. Many of these infested trees are located within the project area and will be removed by the City regardless of this project. If this project is awarded funding, these ash trees will be utilized as material for root-wads. If funds are not awarded for this grant period, the City will remove the ash trees regardless as these dead trees pose a risk of falling and injuring park users. If this restoration project were to be completed later, off-site trees would be utilized for material for root-wads, increasing project costs.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

A budget of \$450,000 has been set for this project. CPL Grant funds will be the primary source of funding. The City of St. Charles has agreed to provide funds for the preliminary engineering, staging area restoration, clearing and grubbing, and permitting costs. The City will also provide in-kind funds for trucking, tree plantings, and educational kiosks. This equals a total contribution of \$50,000 by the City of St. Charles which is approximately 11% of the total project cost. Without CPL Grant funding, this project will not be completed.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

This proposed restoration project is located in the City Park which makes this site easily accessible to the public and even provides accessibility to those in wheelchairs. There are four main access points to the park. The main entrance to the City Park is located just south of the project area. There are numerous parking stalls provided at the park entrance with a trail leading to the project area. There is an additional parking area in the eastern section of the park with a trail also leading to the project area. There are also two individual trails entering the park from the east side of Highway 74. The section of the

CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

PROJECT INFORMATION *(Continued)*

Whitewater River that flows through this site is already used by residents and children for fishing. The numerous trails and pedestrian bridges also provide areas for fishing that are wheelchair accessible. Fishing during normal fishing seasons is allowed on site. Since this project is located within a City park, hunting will not be possible.

5. Discuss use of native vegetation *(if applicable)*.

After the riverbanks are regraded and reshaped, they will be seeded with a native herbaceous seed mixture. This seed mixture will contain a variety of grasses, rushes, sedges, wildflowers, and other vegetation native to southeast Minnesota. No non-native seed mixes will be used in this restoration project. For every tree removed as part of this project, two will be planted along the river or in the adjacent parkland. Many of the trees requiring removal are non-native, invasive (buckthorn), or infested with emerald ash borer (ash trees). When replacing the removed trees, native trees will be chosen over non-native trees. Two existing peach-leaf willows will be protected as part of this project. If other existing, healthy native trees are found within the project area, efforts will be made to avoid impacts to them or relocate them if possible.

6. Discuss your budget and why it is cost effective.

A budget of \$450,000 has been set for this project. There are multiple factors that make this project cost-effective: WHKS has extensive experience in stream restoration projects and has a proven record of completing past restoration projects within budget. The City already owns the land where the proposed stream restoration project will take place, and no additional easements are needed. There is easy site access for the project; no additional access roads will need to be constructed. Material from the site will only be hauled a short distance away, and removed trees will be utilized on-site as root-wads. All work and costs will be limited to only what is essential to this project. The City of St. Charles has agreed to provide funding for the preliminary engineering, staging area restoration, trucking, clearing & grubbing, tree plantings, permitting, and kiosks. This equals a total contribution of \$50,000 by the City of St. Charles, approximately 11% of the total project cost.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

The City of St. Charles is committed to promoting conservation within the community. The informational kiosks proposed in this project will educate residents on the importance of native species and will help gain support for future conservation projects. If grant funds are awarded and this project is completed, the City will encourage community members to support continued restoration along the Whitewater River. The City currently owns 3 additional parcels through which the Whitewater River flows (2 of these parcels are also in City parks). The City has expressed interest in restoring these sections of the Whitewater River as well, totaling an additional 2,540 feet of potentially restorable river. For sections of the Whitewater River that flow through privately-owned land, the City will encourage landowners to allow restoration projects on their properties as well. The long-term goal is to fully restore the entire length of the Whitewater River that flows through the City.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Daren Sikkink
Title: City Engineer, WHKS & Co.
Email: dsikkink@whks.com
Phone: 507-288-3923

Street Address 1: 2905 South Broadway

City, State ZIP Code: Rochester, MN 55904

Budget Details

Professional Services

Professional Name	Description of Services	Amount	Grant/Match	In-kind/Cash
WHKS & Co.	Preliminary engineering costs	\$9,000	Match	Cash

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Floating Silt Curtain	For NPDES	\$2,000	Grant	(N/A)
Natural Rock	Rock toe, in-stream structures	\$194,000	Grant	(N/A)
Silt Fence	For NPDES	\$16,000	Grant	(N/A)

STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of St. Charles/ Whitewater River Restoration, Phase 1

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of St. Charles, 2905 South Broadway, Rochester, MN 55904 ("Grantee").

Recitals

1. Under Minnesota Laws 2020, Regular Session, Chapter 104, Article 1, Section 2, Subd. 5(r), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2020, Regular Session, Chapter 104, Article 1, Section 2, Subd. 5(r), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

2.9 To provide Grantee up to \$400,000 for the costs incurred for the completion of the Project.

2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

4.1 ***Vegetation Requirements.*** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

4.2 ***Invasive Species Prevention.*** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

4.3 ***Project Sites.*** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

4.4. ***Restoration and Management Plan.*** Hereinafter known as *R&M Plan*.

(a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$400,000.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2024**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

- 6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
Daren Sikkink	Daren Sikkink

City Engineer, WHKS & Co.	City Engineer, WHKS & Co.
830 Whitewater Avenue	2905 South Broadway
St. Charles, MN 55972	Rochester, MN 55904
dsikkink@whks.com	dsikkink@whks.com
507-288-3923	507-288-3923

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all

state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to,

attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents.***

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents.***

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

- 15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

- 16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Accessibility and Safety

- 18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.
- 18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another

entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

- 22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE

VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number:

Contract #: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Conflict of Interest Disclosure

Conflict of Interest

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflict

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee where actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

An employee uses his/her status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

Revised June, 2019

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee creates an unfair competitive advantage in hiring for professional services or purchasing supplies or equipment by furnishing unauthorized proprietary information or source selection information that is not available to all competitors and create a path to one or a few.

This section to be completed by Grantee's Authorized Representative:

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

Organization Name: City of St. Charles

Project Name: Whitewater River Restoration, Phase I

Grant Program: Conservation Partners Legacy Grant

Authorized Representative Name: Nick Koverman

Signature: _____

Date: _____

City of St. Charles
Resolution #05-2021

**MINNESOTA POLLUTION CONTROL AGENCY FISCAL YEAR 2021 GRANT PROGRAM
AUTHORIZATION RESOLUTION**

WHEREAS, the City of St. Charles has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FYI 2021 Greater MN Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, the City of St. Charles is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that the City of St. Charles enter into a grant agreement with the MPCA that identifies the terms and condition of the funding award;

BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT:
the City Council of the City of St. Charles hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Kyle Karger (Public Works Director), to sign the grant agreement on its behalf.

John Schaber, Mayor

ATTEST:

Nick Koverman, City Administrator

DATE:

CITY OF ST. CHARLES

ORDINANCE #630

**AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING
PORTIONS OF THE GENERAL REGULATIONS SECTION 152.41**

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 XV: Land Usage, Chapter 152: Zoning, Section 152.41 (General Regulations) of the City Code of St. Charles, Minnesota, be amended as follows:

K (2) Signs may be erected in an R-1, R-1M, R-2 or R-3 District subject to the following provisions:

(g) Identification signs not to exceed 125 square feet per building elevation may be placed on any public school. These signs may be illuminated.

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

Adopted this 9th day of February, 2021 by the City Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator

First Reading:

Date: _____



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

City of St. Charles

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

City of St. Charles
Resolution #04-2021

**RESOLUTION ACKNOWLEDGING THE DONATION TO THE ST. CHARLES VOLUNTEER
AMBULANCE FROM CITY OF DOVER**

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

WHEREAS, the St. Charles Volunteer Ambulance has received a donation in the amount of \$1,500.00 from the City of Dover to be used by the St. Charles Volunteer Ambulance Association.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: the City Council of the City of St. Charles acknowledges and accepts the \$1,500.00 donation from the City of Dover.

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

Adopted this 9th day of February, 2021 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Nick Koverman, City Administrator

**Request for City Council Action**

Date: February 5, 2021

Requested Council Date: February 9, 2021

Originating Department: Administration

Council Action Requested: Consideration of 2021 Emergency Paid Sick Leave Policy

Background Information: On December 31, 2020, the federal Families First Coronavirus Response Act policy that provided for 80 hours of emergency sick leave due to various considerations surrounding COVID-19 were not extended. However, many cities around Minnesota and the immediate surrounding area have adopted an extension of this paid sick leave for either a portion, or all of 2021, on a volunteer basis.

Most recently, the City of Goodview adopted a similar policy with other surrounding communities looking to do the same in the coming weeks. As cases may increase and required leaves for those that may come in contact with fellow workers continues, administration believes this policy protects the organization. In 2020, only two employees used some of the time, if they were unable to telework or work in isolation. Additionally, staff who were in question of being positive were sent for tests and then remained home until test results came back and the time was not charged against their sick leave accrual as it was a city directive. Administration feels this is a warranted a safe precaution. The policy is drafted to expire at the end of June, but could either be extended or simply modified to run through December 31, 2021 as was done in Goodview.

In 2021, only one employee has been requested to not come to work until dependents were tested and results were proven. If approved, administration would request that it be retroactive by to January 1, 2021.



2021 EMERGENCY PAID SICK LEAVE POLICY

Note: While not legally required, the City has elected to extend the Emergency Paid Sick Leave Act through June 31, 2021 but may be extended by City Council authorization. Should extensions, modifications, or new legislation replacing the Families First Coronavirus Response Act Policy result in the future, the City will modify its policy accordingly. While the Families First Coronavirus Response Act (FFCRA) provides baseline wage entitlements for the Emergency Paid Sick Leave Act, the City will implement this policy using the employee's regular rate of pay as the basis for payment without maximum limitations.

EMERGENCY PAID SICK LEAVE ENTITLEMENTS:

All employees eligible for sick leave benefits shall be entitled to up to two weeks (80 hours for a full-time employee, or 60 hours for employees working 30 or more hours) of paid sick leave for any of the following qualified reasons for Sick Leave related to COVID-19 without reduction from their individual Sick Leave accruals:

An employee qualifies for emergency paid sick leave if the employee is unable to work (or telework) due to a need for leave because of the following:

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine related to COVID-19;
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
4. The employee is caring for an individual subject to an order described in #1 above, or self-quarantine as described in #2 above;
5. The employee is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons.
6. The employee is experiencing adverse side effect(s) from receiving the COVID-19 vaccine that necessitates absence from work. Use of leave time for this reason is limited to the 24-hour period immediately following the administration of the vaccine.

Additional Leave Options for all employees

After an employee has exhausted benefits under the Emergency Paid Sick Leave Act, the employee shall then use their remaining accrued sick leave, vacation, or compensatory time (if eligible) for COVID-19 related absences.

This Supplemental COVID SICK LEAVE Policy is effective January 1, 2021 and will stay enforced through June 31, 2021.