



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, July 13, 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. July 13, 2021 Agenda	APPROVE
4. Meeting Minutes	APPROVE
-June 8, 2021	
-June 22, 2021	
5. July Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
7a. Administrator's Report, Nick Koverman	
7b. Public Works Superintendent Report, Kyle Karger	
7c. Chief of Police Report, Jose Pelaez	
7d. Library Board Report, David Kramer	
7e. Park Board	
7f. Planning & Zoning, David Kramer	
7g. School Board, John Steffel	
8. Nuisance Violations-943 Wabasha Avenue	DISCUSS/APPROVE
9. Resolution #32-2021 Approving Final Plat-South Fork Additions Third	APPROVE
10. Resolution #33-2021 Approving Development Agreement-Whitewater Properties, INC.	APPROVE
11. Pay Request No. 3—Water Tower-Maquire Iron, Inc.	APPROVE
12. Pay Request No. 1---Chattanooga Pond-Zenke	APPROVE
13. Pay Request No. 1---Chattanooga 2 nd --Zenke	APPROVE
14. Pay Request No. 2—Chippewa Concrete	APPROVE
15. Resolution #35-2021 Limited Use Permit-MnDOT	APPROVE
16. Resolution #36-2021 Accepting ARPA Funds	
-Assurance of Compliance with Civil Rights	
- U.S. Dept. of Treasury Award Terms and Conditions	APPROVE
17. SMIF Small Town Grant Application	APPROVE
18. Administrator's Review—Minn. Stat. 13D.05 Subd. 3(a)	CLOSED

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, July 13, 2021

- 8. Nuisance Violations—943 Wabasha Avenue.** Mike Flaherty of Flaherty & Hood will be present to discuss next steps and options with the City Council regarding 943 Wabasha Avenue.
- 9. Resolution #32-2021 Approving Final Plat-South Fork Additions Third.** Please see the enclosed resolution for consideration.
- 10. Resolution #33-2021 Approving Development Agreement-Whitewater Properties, INC.** Please see enclosed resolution for consideration.
- 11. Pay Request No. 3—Water Tower—Maguire Iron, Inc.** See enclosed.
- 12. Pay Request No. 1—Chattanooga Pond—Zenke.** See enclosed.
- 13. Pay Request No. 1 Chattanooga 2nd—Zenke.** See enclosed.
- 14. Pay Request No. 2 Chippewa Concrete.** See enclosed.
- 15. Resolution #35-2021 Limited Use Permit-MNDOT.** A request to update our limited use permit for the placement of the City Sign by I-90 has been requested.
- 16. Resolution #36-2021 Accepting ARPA Funds.** Enclosed is a resolution for consideration for acceptance of America Recovery Plan Assistance funds. At this time, the final amount has not been released, but communities should approve the resolution along with the two enclosed documents: Assurance of Compliance with Civil Rights and U.S. Dept. of Treasury Award Terms and Conditions.
- 17. SMIF Small Town Grant Application.** Staff have been working with Laura Schaber from WOW and John Steffel, president of the Lions, to investigate expanding the flower pots on mainstreet. The Southeast Minnesota Initiative Foundation currently has a grant available under their Small Town Grant applications for up to \$10,000. Enclosed in the grant application for 4 DesertPlanters. The design for mainstreet pots is being submitted to the Park Board for consideration, but the round style and black color were preferred. There is a 25 percent cost match which the Lions and WOW will support along with the necessary flowers for the first year. The City contributes the cost of removing the hanging flower baskets and the cost of the watering cart.
- 18. Administrator's Review-Minn. Stat. 13D.05 Subd. 3(a). CLOSED.**

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, June 8, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

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: Jose Pelaez (Chief of Police), Kyler Nesbit (Police Officer), Rick Schaber (Park & Recreation Director) and Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE(Others via teleconference unless noted): Molly Claiborne-virtual (St. Charles Press).

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Meeting Minutes

May 11, 2021

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

May 25, 2021

Motion to approve: **David Kramer**

No further discussion

Motion declared carried.

5. June Payables. No questions were asked.

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

6. Notices and communications: Admin. Koverman highlighted the Cleanup Day flier for June 19th and noted that it would be in the Advertiser as well. Park and Recreation Director Rick Schaber highlighted the construction project with respect to trails and relayed that one trail segment that was planned through the Winona County Fairgrounds was cancelled due to changes in policy by the Fairboard. City staff was working with WHKS to replace that segment with a segment of similar length that had been discussed in prior years through City Park to connect a loop on the front end of the park.

7. Reports of Boards and Committee:

Various reports were given.

8. Officer Kyler Nesbit Oath of Office. Police Chief Jose Pelaez introduced Officer Nesbit to the Council and conducted the Oath of Office. Council welcoming Officer Nesbit aboard.

9. Library Security Upgrade. Admin. Koverman relayed the discussion at the library board level and the project of adding two panic buttons through Custom Alarm Communications. The additional cost would be \$5/month for monitoring and the initial investment would be \$770.00 which would come from the Emergency Management Fund. No other questions were asked and a motion to approve the upgrade moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

10. Resolution #28-2021 Sale of Land. Admin. Koverman relayed that as a result of the advertisement for bids for the two parcels of land to be sold by the city, one bid was received in the amount of \$5,250.00 per lot to Pat Heim. Koverman relayed that prior to advertisement, an easement had been sought by council from the owner of ABs Leasing so as to not impact the blacktopped drainage ditch. This was necessary in order to allow for the extension of sewer main off West 12th Street. Hearing no other questions, a motion was made to approve resolution #28-2021 as presented along with the sale of the property.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

11. Pay Request No. 1 Chippewa Concrete. A pay request for Chippewa Concrete was reviewed by WHKS and recommended for approval in the amount of \$340,927.38. Hearing no other questions, a motion was made to approve the request.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 6:17 p.m.: **Wayne Getz**

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, June 22, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Kenny Loftus (Fire Department Training Officer), Scott Schossow (Fire Department 1st Assistant), and Nick Koverman (City Administrator).

OTHERS PRESENT: Mike Bubany (David Drown & Associates), Cris Gastner (CEDA), Mitch Walch (Whitewater Properties, INC.), and Gabrielle Prebe (Whitewater Properties, INC.).

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Notices and Communications. Koverman update the Council on the City Cleanup day held Saturday, June 19 from 8 a.m. to noon and reported that 26.5 tons was collected and 292 vehicle trips were counted in addition 657 tires collected. He also highlighted that the 4th of July event will go on as planned at the same location and relayed that a notification will be put out in the newspaper. There will be no available parking at the high school given the construction, and requested that people walk or bike to the athletic field. He lighted the email from the Department of Natural Resources discussing the potential of Emergency Water restrictions should the drought conditions continue. In speaking with the DNR representative, the measures and restrictions would be released in stages, but wanted to note what that could mean if imposed by the State.

5. Review of Financials: No questions were asked.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

6. Fire Department Training Burn Request—July 31, 2021. The fire department training officer, Kenny Loftus, had approached staff regarding the planned training burn on July 31, 2021. Loftus had visited the adjacent neighbors to the property located at 248 West 12th Street and received approval from those neighbors. The event will be coordinated in partnership with other surrounding departments of Lewiston, Altura, and Dover as various members are in need of the training. Road closures are expected for Wabasha Avenue/West 12th and St. Charles Avenue and the event will be held from 7 a.m. until completed. No further questions were asked and a motion to approve the training was moved.

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

7. Public Hearing—MDD No. 1 and Housing TIF 1-9. Economic Development Director Cris Gastner presented information on the proposed 12-lot subdivision located in the South Fork subdivision by Mitch Walch of Whitewater Properties, Inc. The property had been previously owned by the SouthEastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA), which was purchased by Walch. Gastner relayed how staff had been working with Walch to explore his proposal of accessible/workforce housing for qualified applicants. Gastner and Koverman had also worked with the EDA as to the proposed use of Tax Increment Financing (TIF) as well as a deferred payment of other city costs such as required Water and Sewer Access charges in addition to Parkland dedication fees. As it was relayed, the project would not be able to move forward, but for, city assistance in the form of a TIF district. Mike Bubany of David Drown & Associates was brought in to help structure the housing TIF and the necessary modifications necessary to the Municipal Development District in order to effectuate the project. Mike Bubany addressed the Council and outlined the proposed TIF strategy and agreement with Whitewater Properties. The Pay As You Go plan would in essence collect the tax proceeds generated from the construction of a new house from the City, County and a small portion of the school. He noted that the school district would benefit day one from the new construction however, with only a very small portion that can be collected through the TIF mechanism. He explained the structure of the 15 tax collections or the budgeted amount of \$310,000 in total and highlighted that if either of the measures are met, then the agreement had been fulfilled. The city will retain 10 percent of the TIF collections to repay itself for the set up costs as well as administration of the TIF and can be used to repay the city for staff time and development, which is allowed through statute. At the end of 15 collections, starting from the first year estimated at 2023, the TIF expires. He highlighted several additional points, one being that the developer is required to provide income verification to the city based on state guidelines for a family of two or three or more. Should the developer choose to sell a property to a non-income qualifying family, he certainly can, but then that parcel would be dropped from the TIF and no proceeds would be received. He noted that only the first occupant need qualify to be considered in the TIF project. Anyone purchasing the property afterward does not in fact need to meet the same qualifications. With respect to the budget, Mr. Bubany created a larger budget of \$436,800 so as to provide enough gap so that an amendment would not be necessary in the future. He relayed that the structure of the agreement is NO RISK to the city he emphasized. He added that certain costs of engineering and other immediate costs were not factored into the budget and if not an approved deferred item, that the developer would be responsible for those costs up front. Mr. Bubany recommended a motion to approve the resolution as presented as well as a motion to approve the mayor and city administrator to sign the development agreement. A brief discussion was held to clarify who the developer could sell homes to. Mr. Bubany reiterated that if Mr. Walch allowed another builder to build a home for a non-qualified buyer, then he suggested either an additional payment to him as it would not be part of the TIF project. Discussion was also held with respect to the change in the general development plan of the subdivision that eliminated alleys. Admin. Koverman relayed that the Planning and Zoning Commission would be reviewing the final plat tentatively scheduled for their next meeting in July, if all materials were received. Attached garages were planned as part of the split home concept. No other questions were asked.

The mayor read a script opening the public hearing for consideration of the MDD No. 1 and Housing TIF 1-9. He then called for a motion to open the public hearing at 6:35 p.m.

Motion: **Dave Braun**

Seconded by: **John Steffel**

No further discussion.

Motion carried.

Mayor Schaber asked that anyone interested in commenting to state their name, address, and to keep their comments to 5 minutes. He called once, twice, three times. Hearing none, he called for a motion to close the public hearing at 6:36 p.m.

Motion to approve: **David Kramer**

Seconded by: **Wayne Getz**

No further discussion.

Motion carried.

8. Resolution #29-2021 Approving TIF No. 1-9. Mayor Schaber asked if there were any additional questions. Hearing none he called for a motion to approve the resolution as presented.

Motion to approve: **Dave Braun**

Seconded by: **John Steffel**

No further discussion.

Motion carried.

Mayor Schaber called for a second motion to approve the signing of the Development Agreement for the MDD No. 1 and Housing TIF No. 1-9. A motion was made.

Motion to approve: **David Kramer**

Seconded by: **Dave Braun**

No further discussion.

Motion carried.

9. 202 Energy Program Recap-Franklin Energy. Joe Plummer of Franklin Energy presented information related to the 2020 Conservation Improvement Program as mandated by the State, which stipulates that 1.5 percent of gross revenues be spent in order to reduce the cities consumption by 320,000 kwh per year. These savings can come from deemed energy savings from appliances, light bulbs, new construction measures implemented and other programs like the elementary efficiency program as an example. For 2020, Plummer relayed that much of the savings was used from prior savings that exceeded past goals as program participation was slightly down. In looking forward, he relayed that nearly half of the city's goal for 2021 was met with the newly constructed Love's facility. Council relayed the concern about meeting the goal in the future and the need for reduction while our costs continue to rise. Admin. Koverman relayed that this was a concern brought up when the program originally started years ago and that the reality is that it may become more difficult as time goes on as those easy measures are implemented. However, because residents can access the rebate program for appliances, that need seems to be steady and while new buildings are being constructed and/or improved, the program allows deemed savings from that perspective as well. Clm. Kramer stated that the concern should be raised to state legislators who have a direct impact on the mandated program. Council thanked Mr. Plummer for his time and information.

10. Request for Alley Vacation—848 Wabasha Avenue. Admin. Koverman relayed that a request had been received by Director Karger for the possible alley (street) vacation adjacent to 848 Wabasha Avenue. Contact had been made with the adjacent land owner as to their interest in what would be their portion of the street and because the street is separated by a drainage ditch, there was no interest and the property owner indicated they would be willing sign off on their interest. Given that the 20-foot wide street has served as a private drive for many years and that utility access for properties could be gleamed from the rear through the west alley accessible by West 7th Street, it was felt that the alley would provide adequate access for an utility work. Clm. Kramer commented that he felt that keeping that portion of 9th Street to potentially access the unimproved land to the west that accesses two parcels of nearly .9 of an acre and just over 1 acre, may be of interest to the city, if the parcels ever develop. The street has been platted for about 150 years he relayed and that vacating the portion could restrict two access points for any potential development. Clm. Getz relayed that while the two parcels in question may not be in a floodplain, historically they have been flooded and that he felt extensive fill would need to be brought in to make those potential future properties safe. Admin. Koverman relayed that he had also been approached by developers to investigate the option of townhomes and that the cost of raising those properties and making them safe from flooding was an impediment to development and chose not to explore the option further. Mayor Schaber asked the Council what their preference would be, if they felt they had enough information to make a determination either way to move forward in a process, or to table the discussion to allow staff to further research the matter. Clm. Braun motioned to table the item in order to look at the property and understand the item better.

Motion to table: **Dave Braun**

No further discussion.

Motion declared carried.

11. MMUA Partners4Purpose Participation. Admin. Koverman relayed that he was recently contacted by Mike Willets of Minnesota Municipal Utility Association, the city's safety inspection group, with the request to know if the city would be willing to participate in a program that would provide 8 hours of

services in the instance whereby a partner utility's safety control officer could not perform due to restrictive health conditions. A recent incident with a MMUA officer who had been recently diagnosed with cancer required fellow utilities to be flexible with current staff in order to allow services to be provided as hiring an additional staff member would be a time consuming process and may be unnecessary dependent on duration and outcome. Mayor Schaber relayed that participating in the program could potentially serve the City of St. Charles one day if an event should ever befall our service provider. Council concurred with the idea and a motion to participate in the program up to 8 hours of volunteer time was moved.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

12. Resolution #30-2021 Accepting a Library Donation from American Legion Auxiliary. Mayor Schaber presented the resolution that provided a donation of \$976.21 and called for a motion to approve. The motion was moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

13. Resolution #31-2021 Application for Lawful Gambling—Bluffland Whitetails Association. Mayor Schaber presented the resolution for their application to conduct gambling inside city limits. A motion to approve the resolution as presented was moved.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 7:10 p.m.: **Wayne Getz**

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator



City Administrator's Report—June 2021

June 1 – Melissa Krusmark and I met with staff at Bremer Bank to review accounts and services that may be beneficial as we continue to incorporate the new software utility billing program.

June 2 – Conducted a review of facilities and services with HBC.

June 3—Attended a virtual meeting of the Winona County PartnerSHIP group as a quarterly update. Working on a grant application to submit for SHIP funds available in 2021.

June 4—Held a conference call with representatives from StarEnergy Services to review new solar portal.

June 7—Held a conference call with new SHIP coordinator to discuss possible grant opportunities for the community with respect to the new trails being installed this summer. Discussed the possibility of additional benches, bike racks and possible trail signage. Working with Rick Schaber to develop grant.

June 8—Conference call with Flaherty & Hood to discuss ongoing strategy and negotiations.

June 9—Conference call with Winona County Public Health and COVID Resource partners. The Emergency Management group is also going through the demobilization process, but relayed that organized monthly meetings will resume according to Ben Klinger of Emergency Management and Jeff Peterson of Public Health. Attended the evening St. Charles Community Area Foundation meeting.

June 10—Public Works Director Kyle Karger and I attended a meeting of the Winona County Storm Water Conservation District Supervisors to provide our input on stormwater initiatives and issues facing the City of St. Charles. We thanked Daryl Buck for his service to our area and Winona County as he was retiring at the end of June. – Took part in an evening conference call of the SE MN Suicide Prevention Coalition which is a new start up coalition that looks to provide support services for primarily veterans in our area as 2 out of every 5 suicides in Minnesota is a veteran.

June 11-- Met Jon Marley, President of Merchants Bank, to discuss various projects and partnerships within the community.

June 15—Met a representative from the LMCIT along with Mark Hottel of MMUA to review the City's safety policies, practices and guidelines. Minnesota Municipal Utility Association provides much of the support work and documents related to the safety programs and trainings the city offers.

June 16—Met with SCACF board member to discuss past initiatives and planning and later attended WOW event.

June 17—City crew cleared the senior center in order for the floors to be waxed. Furnishings moved back in the following day. –Met WHKS in the afternoon to review project and met on site of school to review drainage project.

June 19—City Cleanup Day. Three City Hall staff and three public works staff assisted as part of Cleanup Days.

June 21—Finalized Nova solar portal with StarEnergy staff.

June 23—Chief Pelaez and I attended the Emergency Management meeting in Goodview Wednesday evening.

June 28—City crew moved community center furnishing out for floor waxing and moved items in the following day.

PUBLIC WORKS REPORT – June 2021

- Utility Locates; Working on underground primary and secondary replacement projects; Power outage 205 Richland Ave; OSHA hearing & respiration testing; Trim trees in power lines; Ran power plan for Miso peak alert call out; Cut grass; Repaired street lights; Maintenance at power plant; Tested all equipment in substation, breakers, relays, city main transformer, recloses, voltage regulators – mandatory every five years; Set new street light pole on I-90 hit by truck; Primary electrical switching on I-90 for new sewer and water extensions.
- Check overhead lines around town after storm; Installed new secondary pedestal; Hooked up new secondary riser; Pulled old wood pole and installed new street light pole; Switching on primary lines for storm sewer addition at High School; Pushed up rock and brush piles; locates for widening alleys; Ran four small generators for monthly tests on City building and booster stations; Battery maintenance at Power Plant; Electrical Safety meeting at Shop; Worked on fusing sequencing around town and new underground service at 1331 Church Ave.
- Spraying poisonous weeds all over town; Heated up houses on Bluff Ave; Switching overhead transformers to underground transformers; Cleaned off materials on electric trucks; moving street light poles for handicap ramps; Power outage 7th and Richland ave; Tree across two primary phases on overhead lines removed on Wabasha ave; Dug out side hill on 4th St for new sidewalk and retaining wall; mowing grass on Industrial park and other public works properties; Washed truck and tractor; worked City wide Clean-up day; Tore down secondary's and primary's between Bluff and East Ave from 9th to 12th Streets.
- Fed overhead line to 652 Bluff Ave; repaired street light wire hit by sidewalk crew; took down street light at fairground for new Mayo One landing site; dug in new underground service at 1331 Wabasha; order supplies; clean and stock locate truck; Worked on electrical mapping; Unloaded semi of new highway street light arms; installed banner on Whitewater ave; reattached meter socket at 648 Sunset dr; turned fans on at substation to cool main transformers.
- Picked up street light pole by Arly's that was hit by truck; discussion on switch primary phases to balance loads on three phases; emptied senior center and community center to wax floors; met with don Andring about problems at fairgrounds; worked on staking and widening alleys to 14'; Cut concrete for sewer line repairs; worked on water tanker and watered park trees; repaired loader; Put away light fixtures and installed safety

fence on 4th street; built new storm water catch basin on Richland ave for Bike trail project and added rock to lift station to repair drainage issues.

- Sanded and cut poles for church deck lighting; dug up water service on 4th Street and installed for retaining wall; Hauled dirt to springer ave bike trail; Swept streets for all the projects; hauled compost to quarry; Property pin locates; Cut brush in alleys; seeded alleys; hauled rock for bins; worked on box culvert; picked up spare cones; lowered curb stops for sidewalks; repaired chlorine pump at pool.
- Replaced water meters; checked shut off valves for hydrant replacement; checked valves for school water shut down; checked and flushed curb stops; water samples; raised curb stops; Hawkins chemicals for wells; degreased south fork lift station; flushed bad dead end lines; replaced curb stop at 372 E 14th St; changed chlorine cylinder at pool; help Travis fix hydraulic cylinder on loader; Mapping curb stops on private property/Blvd. Water pressure complaint 720 Wabasha; Shut off water at cemetery for repairs; flushed I-90 air in lines; Finals for City Hall Water samples installed backflow preventer well 5; hauled culvers from springer ave to shop; greased pumps in booster station and weed whipped hydrants.

Sincerely,
Kyle Karger, Director of Public Works

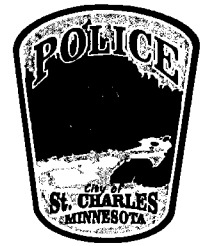
City of St. Charles Police Department

Chief – Jose Pelaez #601

830 Whitewater Avenue

St. Charles, MN 55972

(507) 932-8020 • (507) 932-8701 FAX



July 13, 2021

- On June 1, Officers McCready, Jones, and Floerke completed "Forensic DNA for Law Enforcement" training. This 8-hr training was hosted by the Minnesota BCA and focused on proper DNA collection and packaging at a crime scene.
- On June 2, the St. Charles Police Department completed 8-hrs of Use of Force Training. This training was instructed by Officer Floerke and Wolters, and it satisfied the mandated Use of Force yearly training requirement set forth by the Minnesota POST Board.
- June 7th-8th, Officers Hewitt and Nesbit attended a 16-hr "Four Pillar" training. This training was hosted by the Olmsted County Sheriff's Office, and it satisfied the individual officer's training requirements in crisis response, conflict management, and cultural diversity. Officers are required to complete this training every 3 years, as mandated by the Minnesota POST board.
- June 21st-22nd, Officer Wolters attended the 16-hr Project Lifesaver Instructor Course. Project Lifesaver is a 501 (C)(3) community based, public safety, non-profit organization that provides law enforcement, fire/rescue, and caregivers with a program designed to protect, and when necessary, quickly locate individuals with cognitive disorders who are prone to the life-threatening behavior of wandering. Officer Wolters will be in charge of training the entire department in the proper use and deployment of Project Lifesaver equipment.
- On June 23rd, the St. Charles Police Department hosted its first "Mi Voz" (My Voice) session. "Mi Voz" is a St. Charles Police Department initiative, in collaboration with Project F.I.N.E., aimed to build relationships between our department and our Hispanic Community. Those who attended the session were able to express their concerns and ask questions to Chief Pelaez related to issues affecting public safety. Attendees were also educated on different state laws and local ordinances. We had a bigger attendance than what was anticipated, and we are hoping to have several "Mi Voz" sessions through the year.
- On June 28th and 30th, Chief Pelaez, Officers Hewitt and Nesbit completed their 8-hr Emergency Vehicle Operations Course (EVOC) training. The training was hosted by the Olmsted County Sheriff's Office and satisfies the mandated EVOC training requirement by the Minnesota POST Board. Officers are required to complete this training every 5 years.
- On June 29th, Officer Nesbit completed the "Street Survival" training, hosted by Caliber Press. This training not only focuses on surviving deadly threats, but also prepares officers for making sound, legal and reasonable decisions under stress in order to preserve the lives of citizens as well as their own.
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Respectfully submitted,

Chief, Jose Pelaez

"Proud to Serve"



City of St. Charles
Resolution #32-2021

APPROVING A FINAL PLAT FOR SOUTH FORK ADDITIONS THIRD

WHEREAS, Whitewater Property Inc (“Applicant”) has submitted an application for Final Plat approval for the South Fork Additions Third, which subject property is legally described in Exhibit A; and the above-mentioned final plat is attached hereto as Exhibit B (the “Final Plat”); and

WHEREAS, the City Council of the City of St. Charles may hear requests for Final Plat approval pursuant to Chapter 153 and Development Policies and Standard Specifications and Detail Plates, which provides that a Final Plat must conform to the approved Preliminary Plat and any required modifications as determined through the Preliminary Plat process; and

WHEREAS, pursuant to St. Charles Code, Chapter 153, the City Council shall consider the following criteria in the review of a final plat, including:

- (a) Construction drawings have been submitted to, reviewed and approved by the city engineer;
- (b) A development agreement has been prepared and submitted as part of the final plat application;
- (c) Whether the final plat is in substantial compliance with the approved preliminary plat and any conditions on the preliminary plat approval, and whether any changes of note were reported to the city council; and
- (d) The final plat must comply with all other applicable development policies and standard specifications and state law including Minn. Stat., Ch. 505 as applicable; and

WHEREAS, the Planning Commission considered the Applicant’s request for a Preliminary Plat for South Fork Additions Third (the “Preliminary Plat”) at a duly noticed Public Hearing, which took place on May 6, 2021, and recommended approval to the City Council with conditions; and

WHEREAS, the City Council of the City of St. Charles considered and approved the Preliminary Plat of the South Fork Additions Third at its regular City Council meeting held on May 11, 2021, Resolution #22-2021, which resolution is incorporated herein by reference; and

WHEREAS, a Development Agreement has been prepared between the City of St. Charles and the Applicant, which outlines the responsibilities of the Applicant to install the required street and infrastructure improvements necessary to support the

development, and the same will be brought to the City Council for consideration of approval; and

WHEREAS, the City Council of the City of St. Charles has reviewed the proposed Final Plat for compliance with the Development Policies and Standard Specifications and Detail Plates, the Preliminary Plat and conditions, and the statutes of the State of Minnesota at its duly noticed meeting held July 13, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT, the Final Plat of the South Fork Additions Third is hereby approved upon the property legally described in Exhibit A and as the Final Plat is depicted in Exhibit B, subject to the following conditions:

1. The Final Plat shall comply with the provisions of all state statutes and standard procedures for platting within the city limits of St. Charles, Winona County, Minnesota.
2. Prior to the City's execution of a Final Plat, the Applicant must enter into an agreement with the City for the installation of all required improvements, which shall be referred to as the "Development Agreement" and the Applicant shall provide the required security.
3. The requirements and conditions of the Development Agreement shall be incorporated as conditions of the City's execution of the Final Plat.
4. Pursuant to St. Charles City Code, Chapter 153, if the Final Plat is approved and signed by the mayor and city administrator, the subdivider shall record the final plat within six months with the appropriate county recorder. No changes, erasures, modifications or revisions shall be made in any final plat after approval has been given by the city council and endorsed by the mayor and city administrator in writing on the plat. If the plat is not timely recorded with the appropriate county, the City Council shall revoke the final plat.
5. The Applicant shall be responsible for and pay all fees, including recording fees.

Adopted by the City Council of the City of St. Charles on this 13th day of July, 2021.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

VOTE: ___ SCHABER ___ GETZ ___ KRAMER ___ BRAUN ___ STEFFEL

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Outlot A, REPLAT of SOUTH FORK ADDITION, according to the recorded plat thereof on file and of record at the office of the County Recorder, Winona County, Minnesota.

Containing 23.92 acres, more or less.

EXHIBIT B

FINAL PLAT

SOUTH FORK ADDITIONS THIRD

UTILITY EASEMENT DEFINED:
AN UNOBTAINED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING THE RIGHT TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.

DRAINAGE EASEMENT DEFINED:
AN UNOBTAINED EASEMENT FOR THE OPERATION AND MAINTENANCE OF ALL WATERWAYS, BOTH SURFACE AND UNDERGROUND RUNNING OVER, UNDER AND ACROSS SAID EASEMENT.

BEARINGS:
ALL BEARINGS SHOWN HEREIN ARE ORIENTED WITH REPEAT OF SOUTH FORK ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD AT THE OFFICE OF THE COUNTY RECORDER, WINONA COUNTY, MINNESOTA.

TERRAIN AND UTILITY INFORMATION AND NOTES:
NOTES IN RED PRINT ON WHITE AND ADJACENT ALL PROPERTY LINES AND AREA FOR CROWN AND SIDE STREET IN NORTH AND EAST DIRECTIONS FROM THE TOP LINE AND INTO THE LOT. THESE TAILORING COULD BE DISCREPANCY ON THIS PLAT.

UNPLATTED

BLOCK 1

BLOCK 2

BLOCK 5

BROOK AVENUE

BROWNELL STREET

ROBERTS STREET

ALLEY

OUTLOT A*

OUTLOT B*

LEGEND

GRAPHIC SCALE

TRUNK HIGHWAY NO. 14

ENGINEERING SURVEYING PLANNING

G-Cubed

STATE OF MINNESOTA

COUNTY OF WINONA

NOTARY PUBLIC

My commission expires

County, Minnesota

Printed Name

Notary Public

My commission expires

County, Minnesota

Printed Name

CITY COUNCIL

City Council, City of St. Charles, Minnesota

John Schaber, Mayor

Nick Koverman, City Administrator

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved on this day of 20__.

Winona County Surveyor

COUNTY RECORDER, COUNTY OF WINONA, STATE OF MINNESOTA

I hereby certify that this plat of SOUTH FORK ADDITIONS THIRD was filed in the office of the County Recorder for public record on this day of 20__, at o'clock ____ M., and was duly filed as Document No. _____.

Winona County Recorder

By _____ Deputy

COUNTY AUDITOR/TREASURER, WINONA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this day of 20__.

Winona County Auditor/Treasurer

G-Cubed
14070 Hwy 52 S.E.
Chattfield, MN 55823
TEL 801-707-1666
FAX 801-484-1845
www.gcube.org

**City of St. Charles
Resolution #33-2021**

APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND WHITEWATER PROPERTIES, INC. RELATED TO THE SOUTH FORK ADDITIONS THIRD FINAL PLAT

WHEREAS, Whitewater Properties, INC. (the “Developer”) is seeking approval of a Development Agreement (the “Development Agreement”) related to and as a condition of the South Fork Additions Third Final Plat, City of St. Charles Resolution #32-2021, for the development of that certain property legally described in the Development Agreement (the “Development Property”); and

WHEREAS, the above-referenced Development Agreement, which is attached hereto as Exhibit A, requires that prior to construction activities on the Development Property, the Developer shall enter into a development agreement with the City and will comply with all terms and conditions thereof; and

WHEREAS, the Developer proposes to undertake certain activities associated with the development on the Development Property included within the Final Plat of the South Fork Additions Third, including but not limited to, the installation of public improvements and the construction of residential structures as stated in the Development Agreement; and

WHEREAS, the Developer, as a condition of Final Plat approval and as provided in the attached Development Agreement, will provide financial security in the form of a Letter of Credit, which form is attached hereto as part of the Development Agreement in Exhibit A, insuring the installation of the required public improvements and is agreeing to pay to the City the required fees and charges contained in the Development Agreement associated with the South Fork Additions Third Final Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT: the Development Agreement between the City of St. Charles and Whitewater Properties INC. is hereby approved as to form as attached hereto.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL THAT: the Mayor and City Administrator of the City of St. Charles, respectively, are authorized to sign the Development Agreement substantially in the form attached hereto, allowing for any minor or technical changes as necessary to complete the documents substantially in the form hereby approved, provided that Whitewater Properties, INC. has first properly executed such Development Agreement, recorded the above-referenced Final Plat, and provided the required financing and security, and obtained all consents as applicable for execution of the Development Agreement from mortgagee’s and property owners of the Development Property, as applicable, or as otherwise deemed necessary by the City Engineer or otherwise.

Adopted by the City Council of the City of St. Charles on this 13th day of July, 2021.

John Schaber, Mayor

ATTEST

Nick Koverman, City Administrator

VOTE: ____ SCHABER ____ GETZ ____ KRAMER ____ BRAUN ____ STEFFEL

EXHIBIT A
DEVELOPMENT AGREEMENT

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

SOUTH FORK ADDITIONS THIRD

AGREEMENT (the “Agreement”) dated _____, 20____, by and between the **CITY OF ST. CHARLES**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 830 Whitewater Avenue, St. Charles, MN 55972-1129 (the “City”); and **WHITEWATER PROPERTIES, LLC**, a limited liability company under the laws of the State of Minnesota, with its principal office located at 20687 County Road 33, Altura, MN 55910 (the “Developer”); (collectively the “parties”).

RECITALS

WHEREAS, the Developer is the fee owner of a parcel of real property located in the City of St. Charles, Winona County, Minnesota, with Parcel Identification (PID) No. 29.0278.0290, which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference, (the “Development Property”); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for South Fork Additions Third (referred to herein as the “plat”); and

WHEREAS, the Developer proposes a project consisting of the creation of 12 residential lots with single-family homes on each lot and associated public improvements on the Development Property, including but not limited to street improvements, sanitary sewer, water main, stormwater management facilities, sidewalk, grading and erosion control facilities and other improvements (the “Project”); and

WHEREAS, the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City’s Code of Ordinances (the “Code”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR PLAT APPROVAL.** The Developer has sought and received Final Plat approval for South Fork Additions Third (referred to in this Agreement as the “plat”). The platted land is situated in the County of Winona, State of Minnesota. The Developer is seeking to develop a portion of the plat, the Development Property, for the purpose stated above.
2. **CONDITIONS OF PLAT APPROVAL.** The City has approved the plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the plat with the County Recorder or Registrar of Titles within 60 days after the City Council approves the Final Plat, and submits evidence of recording the plat to the City within 60 days after the date of recording.
3. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property until all of the following conditions have been satisfied:

- a. This Agreement has been fully executed by both parties and filed with the City Administrator.

This Agreement shall be recorded by the Developer within 60 days following execution hereof;

- b. Developer shall have executed a tax increment financing agreement with City for the Project in a form acceptable to and required by the City, and which agreement shall include, among other terms and conditions, agreement to the assessment of related charges including for Sewer Access Charges, Water Access Charges, and Parkland Dedication on a per lot basis and payable to the City by the Developer commensurate with the sale of each lot.
 - c. The necessary security has been received by the City;
 - d. The plat has been recorded with the County Recorder's Office;
 - e. The site plan for the project on the Development Property and the plans and specifications for the Improvements related thereto have been approved and signed by the City Engineer with such conditions as required by the City Code;
 - f. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;
 - g. A certificate of public liability and property damage insurance as described in this Agreement has been filed with the City Administrator; and
 - h. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.
4. **FURTHER SUBDIVISION.** The City may refuse to approve further subdivision within the plat if the Developer has breached this Agreement and the breach has not been remedied. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and executed by the parties. Sanitary sewer and water area charges referred to in this Agreement are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. **PRELIMINARY PLAT STATUS.** If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.
6. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
7. **DEVELOPMENT PLANS.** The plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:
- a. Plan A - Plat
 - b. Plan B - Final Grading, Drainage and Erosion Control Plan
 - c. Plan C - Final Construction Plans and Specifications for Public Improvements
 - d. Plan D - Traffic Signing and Control Plan (for construction and final development)
 - e. Plan E - Stormwater Pollution Prevention Plan
 - f. Plan F - Wetland mitigation plan (if applicable)
 - g. Plan G - Landscape Plan (if applicable)
 - h. Plan H - Utility Plan

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval. The required Improvements below shall be installed in accordance with the City approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No

work shall commence on the Project or the required Improvements until the Developer obtains a building permit for the Project and the Improvements and pays all costs and fees required in connection with the procurement of the building permit.

8. IMPROVEMENTS.

- a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public or private improvements (the “public improvements” or “Improvements”) in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:

- i. Streets
- ii. Sanitary Sewer
- iii. Watermain
- iv. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)
- v. Grading, Drainage and Erosion Control
- vi. Sidewalks/Trails
- vii. Street Lighting
- viii. Utilities (gas, electric, cable, telephone, etc.)
- ix. Wetland Mitigation and Buffers (if applicable)
- x. Surveying and Monuments Required by Minnesota Statutes
- xi. Miscellaneous Facilities or other elements defined by the guiding documents.

- b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City’s engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered

professional engineer to the City for approval by the City Engineer. The City will provide field inspection and soil testing personnel, at the Developers expense, to assure an acceptable level of quality control for the construction of all public improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

- c. All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) shall have experience in the installation of municipal water and sanitary sewer mains; shall demonstrate the successful completion of at least three such installations and municipal acceptance thereof; and shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The

Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the plans and specifications.

- d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.
- e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.
- f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

The Developer shall pay a fee for in house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. Fees for administration services shall be as stated in Ordinance

#629 Subdivision Inspection Fees (2021) of \$4,500.00 (up to 15 lots). The Developer shall also deposit an amount to be determined by the city engineer as a good faith estimate for time and materials for construction observation and geotechnical testing performed by the City's in-house engineering staff or consulting engineer. This deposit is estimated to be \$15,000. If the City's costs exceed the deposit, the Developer agrees to reimburse the City within 30 days of billing. Should the costs be less than the amount of the deposit, upon completion of the Improvement's, the amount of the remaining deposit shall be returned to the Developer. The Developer shall deposit the full construction observation fees with the City prior to the final plat being recorded. No construction of public improvements will be authorized until the construction observation fees have been paid to the City.

10. **CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in this Agreement.

11. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the Improvements before proceeding with construction of the Project and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

- Minnesota Department of Health for Watermains
- MN/DOT for State Highway Access
- County Road Access and Work in County Road Right-of-Way
- NPDES Permit for Stormwater Management
- MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
- Wetlands permits as applicable
- DNR for Dewatering

- City of St. Charles for Building Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required Improvements with all the parties concerned, including City staff, to review the program for the construction work.

12. **TIME OF PERFORMANCE.** Except as otherwise provided in this Agreement, the Developer shall install all required improvements and other work required by this Agreement by July 31, 2022, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.
13. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and plat development, as applicable. The license shall expire upon the acceptance by the City of the Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Code.
14. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via Brownell or Roberts Street. No construction traffic is permitted on the adjacent local streets other than identified herein.
15. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of St. Charles requirements and specifications, City Code and applicable law. The plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales,

wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads. Final lot grades shall be shown on the plan. Final grading shall substantially comply with the approved grading plan.

16. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's judgment. All areas disturbed by the excavation and backfilling operations shall be reseeded within 48 hours after the completion of the work or in an area that is inactive for more than fourteen (14) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specifications, if any, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work, the City may draw down the letter of credit or any other security required herein to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat and Project plans for the Development Property, as applicable, are in full compliance with the approved erosion control plan.

17. AGREEMENT FOR OPERATION AND MAINTENANCE OF STORMWATER FACILITIES.

- a. In order to provide stormwater management and control, to meet the City's stormwater permitting requirements, City Code and state law and regulations, as applicable, and to promote the water quality and volume control to the City's stormwater system and water bodies, the Developer and the City agree that it is reasonable for the City to require the Developer to construct, inspect, operate, repair, maintain and replace, at the Developer's cost and expense, City required stormwater facilities.
- b. The Developer agrees that the stormwater pond facility located within Outlot B, as depicted on the plat, and serving the Project shall be dedicated to the City as part of the plat in accordance with Paragraph 19 of this Agreement.
- c. The Developer and City agree that operation and maintenance of the above-referenced dedicated stormwater pond shall be at the Developer's cost and expense until such time as all phases of the approved preliminary plat have been finally platted and stormwater facilities serving the developments on the same have been installed and constructed by the Developer, at the Developer's cost and expense, in compliance the City's stormwater permitting requirements, City Code and state law and regulations, as applicable.
- d. The Developer shall ensure that the stormwater facilities for the Project are installed and constructed according to the City Engineer approved plans and specifications, and are subsequently operated and maintained, at the Developer's cost and expense, to meet the current standards in law and City Code.
- e. At the completion of each construction phase of each approved and recorded final plat, the Developer, at the Developer's cost and expense, in compliance with the City's stormwater permitting requirements, City Code and state law and regulations, as applicable, will repair and clean the stormwater pond facilities serving each approved final plat. No approval for subsequent future phases will be permitted until such time that the designated stormwater

facility located on Outlot B has met all required standards and approvals of the City Engineer.

- f. To the extent Developer fails to operate and maintain the stormwater facilities in compliance with applicable standards or as directed by the City Engineer, the City shall have the right, but no obligation, to enter upon the property and complete all work necessary to bring the stormwater facilities into compliance. The Developer shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all costs incurred by the City in connection with all work completed by the City to bring the stormwater facilities back into compliance.
- g. If the Developer does not timely reimburse the City, the City may recover its costs by levying a special assessment against the Developer's property certifying the same to the Winona County Auditor for collection in the same manner as property taxes upon the Developer's property. The Developer, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the stormwater facilities to the Developer's property and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Winona County Auditor for collection with property taxes upon the Property.
- h. At the completion of all of the above-mentioned phases of development after stormwater facilities serving the finally platted developments have been installed and constructed by the Developer, at the Developer's cost and expense, in compliance with the City's stormwater permitting requirements, City Code and state law and regulations, as applicable, the Developer will repair and clean the stormwater pond facilities dedicated to the City to the standard applicable at that time. Upon completion, the City Engineer will inspect the stormwater facilities to ensure that the same meet all required standards and

once approved, the City will assume responsibility for future operation and maintenance of such dedicated stormwater pond facilities, at the City's future cost and expense. The Developer shall execute a warranty deed to the City for City ownership of the stormwater facilities and fee title to the underlying property prior to the City accepting responsibility for future operation and maintenance of the same should the City Engineer deem the same necessary or desirable, as well as any access easements deemed necessary by the City Engineer for the City to subsequently own, operate and maintain said stormwater facilities.

18. **STREET MAINTENANCE DURING CONSTRUCTION AND SIDEWALKS.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning as necessary to sweep within and immediately adjacent to the development. The streets shall include Brownell Street and those portions of Brownell and Roberts Street, as determined by the City Engineer. A copy of this contract shall be approved by the City before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud. Concrete sidewalks shall be constructed along the south side of Brownell Street after the concrete curb and gutter and bituminous base course have been placed. The Developer

shall close the sidewalk along that portion of Brownell Street adjacent to the Developer's land in its entirety during construction of the project. Type III Barricades shall be placed at the end of the sidewalks at the intersection of Brownell Street and Brook Avenue. Any sidewalk damaged (severely cracked, broken or spalled) shall be replaced by the Developer at no cost to the City. City staff shall identify those sections of sidewalk to be replaced.

19. **OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the Improvements by the City, the Developer must furnish the following affidavit a Developer's Certificate; certifying that all construction has been completed in accordance with the terms of this Agreement. The requisite form will be furnished by the City of St. Charles and is attached hereto as Exhibit B. Upon receipt of the required affidavit, the City Engineer will accept the completed public improvements.
20. **PARK DEDICATION.** The Developer shall pay a cash contribution of \$650/residential lot (Ordinance #489) in satisfaction of the City's park dedication requirements. The total amount due is based 13 lots X \$650.00/lot for a total cost of \$8,450.00.
21. **SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.** The Developer is subject to sanitary sewer and water access/availability area charges for the Development Property. The sanitary sewer and water access/availability area charges are as follows:
 - a. Sanitary Sewer Availability Charge: The developer shall pay a sanitary sewer availability charge of \$23,500.00. The area charge is based on the number of units in the final plat and is calculated as follows: 9.4 acres x \$2,500.00/acre = \$23,500.00.
 - b. Water Availability Charge: The Developer shall pay a watermain availability charge of \$12,690.00. The access charge is based on the number of units in the final plat and is calculated as follows: 9.4 acres x \$1,350.00/acre = \$12,690.00.

22. **SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all public improvements in the Project related to sanitary sewer, storm sewer and watermain, as required by the City in accordance with those plans approved by the City Engineer.
23. **TRAFFIC CONTROL AND STREET NAME SIGNS.** Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the City.
24. **WETLAND MITIGATION.** No wetland mitigation is planned for the site. The Developer is responsible for any undisclosed mitigation on the land, and will be required to submit any necessary security should subsequent wetlands be identified.
25. **BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**
- a. Grading, curb and gutter, sidewalk and one lift of asphalt shall be installed on all public and private streets and drives prior to issuance of any building permits, adjacent to these lots. No Certificate of Occupancy will be issued until the grading, curbing, sidewalk and one lift of asphalt is installed in accordance with approved plans on all public streets and private drives. In addition, no Certificates of Occupancy shall be issued for any buildings until the sewer and water has been installed and tested to the satisfaction of the City Engineer, which shall not constitute final acceptance of the sewer and water utilities.
 - i. In lieu of the foregoing provision, if the proposed public improvements are under construction but not yet completed and accepted by the City, the Developer shall provide a cross section depicting the entire right-of-way of Brownell Street extending through the first floor elevation of the building for which a building permit is requested. This first floor elevation shall be considered official for building construction purposes. Any deviation from this elevation shall first be reviewed and approved by the Building Official and the City Engineer prior to commencing construction of applied building permit.

- b. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat or on the Development Property.
- c. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No certificates of occupancy and no sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets and sidewalks needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

26. UNDERGROUND UTILITIES – PRIVATE. This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

- a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.
- b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.
- c. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is mandatory where possible. All utilities must be located in public rights-of-way or within drainage and utility easements.
- d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

27. RESPONSIBILITY FOR COSTS.

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the plat, the Project and the construction of the Improvements and the other work done and improvements constructed on the Development Property or otherwise related to the Project.
- b. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Improvements or the development of the Development Property. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of Plat approval, the Project, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City with respect to the construction of the Improvements), the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.
- c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that

is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

- d. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
- e. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- f. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security or alternatively declare the same an event of default, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.
- g. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City water connection ("WAC") charges, City sewer connection charges, City storm water connection charges, building permit fees and plat review fees, which shall be paid by Developer.

28. SPECIAL PROVISIONS. The following special provisions shall apply:

- a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:
 - i. The Developer shall have all required MPCA stormwater permits, sanitary sewer and watermain permits approved prior to beginning any installation of public improvements.
- b. The Developer shall post a \$2,400.00 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 12 lots at \$200.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- c. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City Engineer. Notwithstanding the foregoing, the City will provide the LED street heads at its own cost to the Developer. The Developer will provide the Street Light pole from the City Utility at Developer's cost. The Developer will provide the joint-use trench and sand if applicable for the installation of the street light utility. The estimated amount for the required street light installation is \$616.18/pole and consists of an estimated four (4) poles for a total costs of \$2,464.72.
- d. Individual homes must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer.
- e. Utility hook-ups are subject to review and approval by the City Engineer.
- f. The Developer must obtain approval of a Site Plan as provided by current City Code and complete the required plan review and approval thereof, as applicable.

29. MISCELLANEOUS.

- a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of the Development Property.
- b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.
- c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- d. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the public improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the public and private improvements specified in this Agreement.

The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

- e. Third parties shall have no recourse against the City or Developer under this Agreement.
- f. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- g. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- h. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns.
- i. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.
- j. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- k. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- l. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Improvements.
- m. The City's approval of the final plat or this Agreement does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

30. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, the City may, at its option, take one or more of the following actions:

- a. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part for collection with the property taxes on the Development Property;
- b. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;
- c. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;
- d. Halt all development work and construction of improvements until such time as the event of default is cured;
- e. Withhold the issuance of a building permit or permits or certificates of occupancy and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured;

- f. Draw upon and utilize the Security to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement; or
- g. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

31. **WARRANTY.** The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for streets and utilities is two (2) years and shall commence following completion and final written acceptance of the work by the City Engineer. The required warranty period for sod, trees, and landscaping is two growing seasons following installation. The Developer shall post a security in the form of either a) a warranty/maintenance bond for 100% of the cost of the Improvements, or b) a letter of credit or cash escrow for 25% of the amount of the original cost of the Improvements as warranty for the Improvements prior to the City authorizing the commencement of work on the public and private Improvements specified in this Agreement. The retainage from the Project securities identified in this Agreement may also be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

32. **SUMMARY OF SECURITY REQUIREMENTS.**

- a. To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City, at the time of final plat approval or approval of this Development Agreement, as applicable, with either a letter of credit or cash escrow or a combination of cash escrow and a letter of credit, as determined by the City, for 125% of the estimated Improvement costs, in the form attached hereto as Exhibits C and D,

as applicable, or a City approved alternate form, from a bank (the "Security") for \$535,641.56. The amount of the Security was calculated as provided in Exhibit E, which is attached hereto and incorporated herein by reference.

- b. This breakdown is for historical reference; it is not a restriction on the use of the Security. The bank shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit. Individual Security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration.
- c. The City may draw down the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent with a written demand or an affidavit signed by the City Administrator or the City Administrator's designee attesting to the City's right to draw down and receive funds under the Security. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw the Security down.
- d. If the Security is drawn down, the proceeds shall be used to cure the default.
- e. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until: a) all Improvements have been completed, b) iron monuments for lot corners have been installed, c) all financial obligations to the City have been satisfied, d) the required "record" plans have been received by the City, e) a warranty security is provided as specified herein above, f) the public improvements are accepted by the City Engineer, and g) if required by the City Administrator or Code, a title insurance policy indicating that the improvements are free and clear of any and all liens and encumbrances.

- f. The City standard specifications for utilities and street construction outline procedures for Security reductions, and reductions in the Letter of Credit, cash escrow or a combination thereof, shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

33. **SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be furnished at the time of final plat approval or approval of this Agreement, as applicable. The Developer shall not proceed with any Improvements until these cash requirements have been paid to the City:

Park Dedication	\$8,450.00*
Street Light	\$2,464.72
Monument Pin Placement	\$2,400.00
City Engineering Construction Observation	\$15,000.00
City Engineering Administration (up to 15 lots)	\$4,500.00
Sanitary Sewer Availability Charge	\$23,500.00*
Water Availability Charge	\$12,690.00*

TOTAL CASH REQUIREMENTS	<u>\$24,364.72</u>
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34. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 20687 County Rd 33, Altura, MN 55910. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: St. Charles City Hall, 830 Whitewater Avenue, St. Charles, MN 55972-1129.

35. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:

- a. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with

construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.

- b. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.
- c. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 10 p.m. on weekdays and 8 a.m. and 10 p.m. on weekends or as otherwise provided in City Code.
- d. **Site Maintenance.** Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.
- e. **Project Identification Signage.** Project identification signs shall comply with City Code.

36. **EXPIRATION OF AGREEMENT.** This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

37. **TERMINATION; CONDITIONS PRECEDENT.**

- a. If Developer fails to: a) acquire fee simple title to all of the Development Property, and b) record this Agreement and the Plat in the office of the Winona County Recorder, as applicable and as provided herein, within one (1) year after approval of the Final Plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:
- i. All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project Improvements, this Agreement and the Project shall belong to and be retained by the City;
 - ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;
 - iii. The indemnifications of Developer shall survive and continue after such termination; and
 - iv. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.
- b. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Project on the Development Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the Plat in the office of the Winona County Recorder as required herein within one (1) year after approval of the final Plat by the City Council.
- c. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.
- d. Developer's right to construct the Improvements is contingent upon its (i) obtaining a building permit from the City following submission of a complete and valid application for same. Nothing contained in this Agreement shall be construed to contain a covenant, either

express or implied, for Developer to close on its purchase of the Development Property, commence the development of the Development Property as set forth herein, or sell or lease homes constructed and located on the Development Property.

38. **ADOPTED BY REFERENCE.** The provisions of the City's Code, Chapters 152 and 153 are hereby adopted by reference in their entirety, unless specifically excepted, modified, or varied by the terms of this Agreement, or by the final plat as approved by the City, as applicable. In the event that a provision of this Agreement is inconsistent with or in conflict with the City's Code, the City Code shall govern.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEVELOPER:

WHITEWATER PROPERTIES, LLC

BY: _____
Mitchell Walch, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mitchell Walch, the _____ of WHITEWATER PROPERTIES, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the company and pursuant to the authority granted by its board of governors/members.

NOTARY PUBLIC

CITY OF ST. CHARLES

(SEAL)

BY: _____
John Schaber, Its Mayor

AND _____
Nick Koverman, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John Schaber and by Nick Koverman, the Mayor and City Administrator of the City of St. Charles, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of St. Charles
Community Development Department
St. Charles City Hall
830 Whitewater Avenue
St. Charles, MN 55972-1129
507-932-3020

**MORTGAGEE CONSENT
TO
DEVELOPMENT AGREEMENT**

_____, which holds a mortgage on the subject Development Property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 20_____.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2_____, by _____.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of St. Charles
Community Development Department
St. Charles City Hall
830 Whitewater Avenue
St. Charles, MN 55972-1129
507-932-3020

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY BEING FINAL
PLATTED AS SOUTH FORK ADDITIONS THIRD**

[Insert legal description]

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

AFFADAVITS

Pursuant to the Development Agreement, prior to acceptance of the improvements by the City, the Developer must complete and furnish the following affidavit:

- Developer's Certificate;

in substantially the form provided herein, certifying that all construction has been completed in accordance with the terms of the Development Agreement.

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: South Fork Additions Third

I/we, the undersigned, certify that the construction of those certain improvements (the "Project") required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20____, by and between the City of St. Charles (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Code (Chapter _____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Project improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Project improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that the required improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by St. Charles City Code, Chapter _____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of St. Charles to accept the Project improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER:

BY: _____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, a Minnesota _____, on behalf of _____.

Notary Public

EXHIBIT C
TO
DEVELOPMENT AGREEMENT

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972-1129

Dear Sir or Madam:

We hereby issue, for the account of WHITEWATER PROPERTIES, LLC and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2 _____, of _____ (Name of Bank) _____";
- b) Be signed by the Mayor or City Administrator of the City of St. Charles.
- c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2 _____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the St. Charles City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: St. Charles City Administrator, St. Charles City Hall, 830 Whitewater Avenue, St. Charles, MN 55972-1129, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

_____ Its _____

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

ESCROW AGREEMENT

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the CITY OF ST. CHARLES, a Minnesota municipal corporation (the "City"), whose address is 830 Whitewater Avenue, St. Charles, MN 55972-1129; WHITEWATER PROPERTIES, LLC, a limited liability company under the laws of the State of Minnesota (the "Developer"), whose address is 20687 County Rd 33, Altura, MN 55910; and _____ [Insert Name of the Bank] (the "Bank" or "Escrow Agent"), as Escrow Agent in connection with the development of a _____ [Insert Type of Development] known as _____ [Insert Name of the Project] (the "Project") located at _____ [Insert Full Address of Project], St. Charles, Winona County, Minnesota.

RECITALS

WHEREAS, the Developer has received final plat approval from the City for the development of the Project as set forth on the final plat entitled "_____", dated _____, 20____, (the "Final Plat"); and

WHEREAS, as a condition of Final Plat approval, the Developer and City have also entered into that certain Development Agreement, dated _____, 20____, (the "Development Agreement"); and

WHEREAS, the Developer pursuant to St. Charles City Code, the Development Agreement, Final Plat and other City approvals, at its own expense, is required to complete the construction of certain public improvements (the "Improvements" or "work") as part of the Project; and

WHEREAS the Parties to this Escrow Agreement wish to establish a mechanism to secure the obligations of the Developer for the work as set forth above and to provide the City a financial guarantee to assure the satisfactory completion of the required Improvements; and

WHEREAS, pursuant to St. Charles City Code and the Development Agreement, the Developer must provide security for construction of the required Improvements and an Escrow Account is a permissible form of security; and

WHEREAS, the Developer desires to provide the required Improvements and has established an Escrow Account with the Bank for such purpose; and

WHEREAS, the Bank executes this Escrow Agreement solely in the capacity of Escrow Agent.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties contained herein, each does hereby covenant and agree with the others as follows:

1. Incorporation of Recitals and Documents. The recitals set forth above are acknowledged by the Parties to be true and correct and are hereby incorporated herein by reference. The following documents referred to in this Escrow Agreement are hereby made a part hereof by reference:
 - a. Development Agreement;
 - b. Final Plat; and
 - c. St. Charles City Code, Chapters 152 and 153.
2. Escrow Account/Funds Amount. To guarantee compliance with the terms of the Development Agreement, the Developer has established an Escrow Account with the Bank and agrees to deposit cash escrow funds in U.S. Dollars into the established Escrow Account with the Bank in that amount required by the Development Agreement, which is \$ _____ (the "security"). The security shall be deposited into the established Escrow Account

prior to or at the time of Final Plat approval. The Developer shall obtain a letter from the Bank addressed to the City acknowledging Developer's creation of the required Escrow Account in the name of the City as surety deposit for the Project and verifying that the Developer has deposited the cash escrow funds in the amount of the security required in the Development Agreement. The Developer shall submit the Bank's letter to the City prior to or at the time of Final Plat Approval.

3. Disbursements from Escrow Account.

- a. The City agrees that the Escrow Account funds on deposit with the Bank shall be deposited in an interest bearing account and shall only be disbursed and used as payment for the required Improvements pursuant to the process and requirements contained in the Development Agreement and this Escrow Agreement. All interest shall accrue to the Developer at such times as the Bank pays interest, but shall remain in Trust with the Bank.
- b. The deposit of the Escrow Account funds by the Developer will be made to ensure that Developer funds are available to the City for withdrawal by the City in the event it becomes necessary for the City, in the City's judgment, to withdraw the funds in order to complete satisfactory construction of the required Improvements in accordance with the Development Agreement.
- c. The Escrow Account funds shall not be used or pledged by the Developer for any other purpose during the period the Escrow Account is in effect. Upon satisfactory completion of the required public Improvements, as shall be determined by the City Engineer or his designee in writing, money in the Escrow Account, plus any accrued interest, shall be released to the Developer in accordance with the requirements contained in the Development Agreement taking into consideration the required warranty period.
- d. In the judgment of the City, in the event the Developer defaults as the same is defined in the Development Agreement, or otherwise fails to comply with the terms of the Development Agreement, or otherwise fails to complete the required public Improvements to the satisfaction of the City Engineer in accordance with the terms of the Development Agreement and City approved plans and specifications, upon notice by the City to the Bank, the Escrow Account Funds shall be immediately, without further action, paid over to the City, in the amount requisitioned by the City, for use by the City in completion of the required public Improvements and/or to reimburse the City for any costs or expenses incurred by the City therefore.
- e. The City will also promptly submit to the Developer a copy of such notice as it files with the Bank. The consent of the Developer to payments by the Bank to the City shall not be required or solicited. The Bank shall incur no liability to the Developer on account of making such payment to the City, nor shall the Bank be required to inquire into the propriety of any claim by the City of default on the part of the Developer or into the use of such funds by the City in completing such Improvements. The Bank shall not refuse or delay to make such payments to the City when requested by the City by an appropriate notice, and the Developer will not interfere with, object to or otherwise hinder such payments by the Bank to the City.
- f. Any work to be performed by the City pursuant hereto shall be let on a contractual basis as required by governing law, or on a time and material basis or shall be performed by the City with its own personnel and equipment or shall be accomplished in such a manner as in the judgment of the City shall accomplish the work expeditiously and economically.
- g. The City shall be the sole beneficiary of the Escrow Account and shall have sole power to draw upon funds from the Escrow Account in accordance with the terms of the Development Agreement and this Escrow Agreement.
- h. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the above-stated cost. Nothing herein shall relieve the Developer from the obligation to pay any additional costs, if actual costs exceed the amount retained in the Escrow Account, after the time of completion.
- i. All disbursements under this Escrow Agreement from the Escrow Account shall be made by and through the Escrow Agent in accordance with the terms of the Development Agreement and this Escrow Agreement.

- j. If monies are released by the Bank to the City pursuant to this Escrow Agreement and it shall later develop that a portion of the released monies are surplus to the City's needs, any such surplus shall be returned by the City to the Bank to be held and distributed by the Bank pursuant to the terms of the Development Agreement and this Escrow Agreement.
- k. In the event that the Developer furnishes the City with an Irrevocable Letter of Credit, in a form and substance satisfactory to the City, as replacement security for the funds escrowed hereunder, and the City concludes that it is beneficial to the City to do so, the City may release all or a portion of the funds escrowed by this Escrow Agreement and accept the Irrevocable Letter of Credit, provided the Bank reconfirms, in writing its commitment to the terms and conditions contained herein.

4. Bank as Escrow Agent.

- a. As Escrow Agent hereunder, the Bank, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.
- b. The Parties agree that the Escrow Agent shall be a financial institution or title company licensed and registered to operate in the State of Minnesota and shall be acceptable to the City.
- c. The Developer shall indemnify and hold harmless the Bank against any loss, damage or liability, including, without limitation, attorney's fees which may be incurred by the Bank in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the Bank. It is further understood by the Developer that if, as the result of any disagreement between it and any other party or adverse demands and claims being made by it or anyone else upon the Bank, or if the Bank otherwise shall become involved in litigation with respect to this Escrow Agreement, the Developer agrees that it shall reimburse the Bank on demand for all costs and expenses, including, without limitation, attorney's fees, the Bank shall incur or be compelled to pay by reason of such dispute or litigation, including reasonable compensation for time expended in connection with any such dispute or litigation.
- d. The Developer shall indemnify and hold harmless the City against any claim, loss, damage or liability, including, without limitation, attorney's fees, which may be incurred by or brought against the City in connection with this Escrow Agreement, except any such loss, damage or liability incurred by reason of the negligence or willful misconduct of the City.
- e. All indemnification obligations shall survive termination, expiration or cancellation of this Escrow Agreement.
- f. The Bank, acting as such, shall not be liable to anyone by reason of an error or judgment, a mistake of law or fact, or for any act done or step taken or omitted in good faith, and this provision shall survive the termination of this Escrow Agreement.
- g. At the time the last of the escrowed funds are released and disbursed by the Bank in accordance with this Escrow Agreement, the Bank shall be discharged from any obligation under this Escrow Agreement.
- h. In accordance with the provisions above, the Bank may rely upon and shall be protected in acting upon any statement, instrument, opinion, notice, request, order, approval or document believed by the Bank to be genuine and to have been signed or presented by the proper party or parties.
- i. The Escrow Agent shall keep records of all requests and transactions made from the Escrow Account, which records may be inspected by the Developer and the City Engineer, respectively, immediately upon request by either Party to the Escrow Agent.
- j. The Developer is responsible for all costs and fees payable to the Escrow Agent for service rendered by the Bank in accordance with this Escrow Agreement.

- 5. Substitution or Resignation of Bank. The Bank reserves the right to withdraw from this Escrow Agreement and cease serving as Escrow Agent hereunder at any time by giving thirty (30) days written notice thereof to the Developer and City.

Upon notice of resignation by the Bank, the Developer agrees to find within ten (10) days of such notice a replacement Escrow Agent acceptable to the City. The Bank agrees to deliver the escrowed funds then held by the Bank to such replacement escrow holder and notify all parties hereto. The Bank shall thereupon be released from any and all responsibility or liability to the Parties hereto. If the Developer fails to appoint a replacement escrow agent within such ten (10) day period, the Bank shall petition any court having jurisdiction for the appointment of a successor escrow agent or for instructions as to the disposition of the documents and moneys held by it under this Escrow Agreement. In any event such court appoints a successor escrow agent, the Bank shall deliver the escrowed funds then held pursuant to this Escrow Agreement, and all records and other documents held by it under this Escrow Agreement, upon payment of all fees and expense reimbursements due to the Bank, to such successor escrow agent and the Bank shall thereby be released from any and all responsibility or liability to the Parties hereto. Pending such appointment or instructions, the Bank shall continue to be bound by the terms of this Escrow Agreement.

6. Notices. Any notice provided for or permitted under this Escrow Agreement, unless otherwise provided herein, will be treated as having been received (a) when delivered personally, (b) when sent by confirmed facsimile or (c) three (3) days following when sent by certified mail, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this paragraph (except that the Escrow Agent shall not be bound by or required to act upon any notice unless and until actually received by it).

- a. If to the Developer, at:

Whitewater Properties, LLC
Mitchell Walch, Its _____
20687 County Road 33
Altura, MN 55910

- b. If to the City, at:

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

- c. If to the Escrow Agent, at:

Such notice will be treated as having been received upon actual receipt if actual receipt occurs earlier than as provided in clauses (a) through (c) hereof. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless delivered to an officer of the Escrow Agent having responsibility under this Agreement.

7. Termination. This Escrow Agreement shall terminate and be of no force or effect upon the completion of the terms and conditions contained herein and completion of the retained security requirements (retainage) contained in the Development Agreement; provided however, that the security requirements for the warranty period required in the Development Agreement are otherwise provided for in a manner acceptable to the City and in accordance with the Development Agreement. Subject to the retainage requirements contained in the Development Agreement, in the event that the security requirements for the warranty period required in the Development Agreement are not otherwise provided for in an alternate manner acceptable to the City, this Escrow Agreement shall not terminate until the expiration of the required warranty period, except that the amount of the security remaining in the Escrow Account for the warranty period shall be as provided in the Development Agreement.

8. General Terms.

- a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Escrow Agreement and understand fully the contents thereof; that in executing this Escrow Agreement they voluntarily accept all terms described in this Escrow Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Escrow Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Escrow Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Successors and Assigns. This Escrow Agreement may not be assigned by the Developer or Bank without the prior written consent of the City. This Escrow Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Escrow Agreement as a third-party beneficiary or otherwise.
- d. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- e. Governing Law. This Escrow Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Escrow Agreement without regard to its choice of law or conflict of laws principles.
- f. Data Practices. The parties acknowledge that this Escrow Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- g. No Waiver. Nothing in this Escrow Agreement shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise. No waiver by any party to this Escrow Agreement of any condition or of any breach of any provision of this Escrow Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Escrow Agreement.
- h. Entire Agreement. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Escrow Agreement.
- i. Headings and Captions. Headings and captions contained in this Escrow Agreement are for convenience only and are not intended to alter any of the provisions of this agreement and shall not be used for the interpretation of the validity of the agreement or any provision hereof.
- j. Cooperation. The parties hereto agree to cooperate with one another in the performance of their respective obligations and responsibilities set forth in this Escrow Agreement. The parties further agree to execute and deliver such other and additional documents and instruments as may be reasonably necessary to accomplish the purposes of this Escrow Agreement.
- k. No joint venture or partnership. The parties hereto agree that they will be independent contractors in performing their respective obligations under this Escrow Agreement. This Escrow Agreement is not intended to create nor does it create, a relationship of partners or joint ventures between the parties hereto.
- l. Severability. The invalidity or unenforceability of any provision of this Escrow Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Escrow Agreement shall be construed and enforced as if the agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- m. Force Majeure. Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any

acts of God, strikes, equipment, or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.

- n. Compliance with Laws. The parties hereto shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the subject matter hereof.
- o. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- p. Execution. This Escrow Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart, facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

DEVELOPER: WHITEWATER PROPERTIES, LLC

By: _____
Mitchell Walch, Its: _____

CITY: CITY OF ST. CHARLES

By: John Schaber, Its: Mayor

By: _____
Nick Koverman, Its: City Administrator

BANK/ESCROW AGENT: _____

By: _____,
_____, It

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____, a _____ [e.g., corporation, limited liability company, limited liability partnership] under the laws of the State of _____ [Minnesota], on behalf of the _____ and pursuant to the authority granted by its _____ [e.g., board of directors].

NOTARY PUBLIC

ACKNOWLEDGMENT OF CITY

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John Schaber and by Nick Koverman, the Mayor and City Administrator of the City of St. Charles, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

ACKNOWLEDGMENT OF BANK

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____, a _____ [e.g., corporation, limited liability company, limited liability partnership] under the laws of the State of _____ [Minnesota], on behalf of the _____ and pursuant to the authority granted by its _____ [e.g., board of directors].

NOTARY PUBLIC

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT
ESTIMATED IMPROVEMENT COSTS**

SOUTH FORK ADDITIONS THIRD

Estimated Unit Prices

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	6/1/2021 AMOUNT
WATERMAIN				
<u>1</u> Connect into existing watermain	1	Each	\$1,250.00	\$1,250.00
<u>2</u> F&I 6" Watermain/ hydrant lead	14	LF	\$50.00	\$700.00
<u>3</u> F&I 8" Watermain	470	LF	\$60.00	\$28,200.00
<u>4</u> F&I 6" Gate Valve and Box	1	ea.	\$1,250.00	\$1,250.00
<u>5</u> F&I 8" Gate Valve and Box	1	ea.	\$1,750.00	\$1,750.00
<u>6</u> F&I Hydrant	1	ea.	\$5,000.00	\$5,000.00
<u>7</u> F&I D.I. Compact Mechanical Joint Fittings	98	lbs	\$9.00	\$882.00
<u>8</u> F&I water services including all hardware (extend 5 feet beyond property line)	12	Each	\$1,500.00	\$18,000.00
SANITARY SEWER				
<u>9</u> Connect into existing sanitary sewer (Includes waterproofing)	1	Each	\$1,500.00	\$1,500.00
<u>10</u> F&I Standard Manhole (Type 3) (Includes Castings & waterproofing (per Rochester Std. Plate 1-07))	22	LF	\$375.00	\$8,250.00
<u>11</u> F&I 8" Sanitary Sewer Line	483	LF	\$50.00	\$24,150.00
<u>12</u> F&I sanitary sewer service lines (extend 5 feet beyond property line)	12	Each	\$1,500.00	\$18,000.00
STORM SEWER				
<u>13</u> F&I 15" RCP Pipe	63	LF	\$50.00	\$3,150.00
<u>14</u> F&I 21" RCP Pipe	416	LF	\$70.00	\$29,120.00
<u>15</u> F&I 21" Concrete Apron Section	1	Each	\$750.00	\$750.00
<u>16</u> F&I Type 4 storm manhole structure (48") (with castings)	2	Each	\$2,500.00	\$5,000.00
<u>17</u> F&I Type I catchbasin structure (with castings, lids, & liner)	3	Each	\$3,000.00	\$9,000.00
<u>18</u> F&I Class III Riprap (Per MNDOT std. plate 3133D, Including Granular filter & Geotextile)	8	CY	\$60.00	\$480.00
PAVING & ROADWAYS				
<u>19</u> F&I Bituminous - Base Course (2.5" depth)	219	Ton	\$90.00	\$19,710.00
<u>20</u> F&I Bituminous - Wear Course (1.5" depth)	132	Ton	\$90.00	\$11,880.00
<u>21</u> F&I Class V aggregate (8" depth) (CV)	1031	Tons	\$20.00	\$20,620.00
<u>22</u> F&I Breaker Run (12" depth) (CV)	1187	Tons	\$20.00	\$23,740.00
<u>23</u> F&I Type V - Geotextile	1875	Sq Yd	\$2.00	\$3,750.00
<u>24</u> F&I Drive Over Concrete Curb	849	LF	\$20.00	\$16,980.00
<u>25</u> F&I B624 Transition Curb (at catchbasins)	51	LF	\$25.00	\$1,275.00
GRADING & EROSION CONTROL				
<u>26</u> Rock Trench Blasting - Main line utilities	307	LF	\$30.00	\$9,210.00

<u>27</u>	Rock Trench Blasting - Services	228	LF	\$25.00	\$5,700.00
<u>28</u>	Clear Trees and Grub stumps	1	LS	\$10,000.00	\$10,000.00
<u>29</u>	Topsoil Stripping, Stockpile and Respread (12" average depth)	9629	CY	\$6.00	\$57,774.00
<u>30</u>	Common Excavation (calculated as inplace material excavated and placed as embankment)	13303	CY	\$5.00	\$66,515.00
<u>31</u>	F&I Inlet Protection (per Rochester Std. Plate 7-05)	3	Each	\$250.00	\$750.00
<u>32</u>	F&I Rock Construction Entrance	1	Each	\$1,500.00	\$1,500.00
<u>33</u>	F&I Silt Fence	645	LF	\$1.75	\$1,128.75
<u>34</u>	F&I Intermediate Silt Fence	400	LF	\$1.75	\$700.00
<u>35</u>	Erosion Control Blanket - Category 3N MnDOT 3885.2 (4:1 and greater slopes)	1,458	Sq Yd	\$1.25	\$1,822.50
<u>36</u>	F&I Seed, fertilize and mulch	5.46	acre	\$2,500.00	\$13,650.00
<u>37</u>	F&I Temporary seeding	2	acre	\$1,000.00	\$2,000.00
MISCELLANEOUS					
<u>38</u>	F&I Conduit for utilities	264	LF	\$6.50	\$1,716.00
<u>39</u>	F&I Trench for conduit	66	LF	\$10.00	\$660.00
<u>40</u>	F&I Traffic Control (signage during construction)	1	LS	\$1,000.00	\$1,000.00
Total =					\$428,513.25
Note: All quantities may be increased or decreased without unit price adjustment					

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



June 25, 2021

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

RE: St. Charles, MN
Chattanooga Water Tower
Pay Request 3

Dear Mr. Koverman :

Enclosed is Pay Request No. 3 for work on the above referenced project. We recommend payment in the amount of \$96,425.00 to:

Maguire Iron, Inc.
P.O. Box 1446
Sioux Falls, SD 57101

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in cursive script, appearing to read 'Eric Tourdot'.

Eric Tourdot, P.E.

EAT/et

Enclosures

cc: Kyle Karger, City of St. Charles, MN
Bret Teymer, Maguire Iron, Inc.

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



June 24, 2021

Mr. Kyle Karger
Public Works Director
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

RE: St. Charles, MN
Chattanooga 2nd Pond Construction
Pay Request No. 1

Dear Kyle:

Enclosed is Pay Request No. 1 for work on the above referenced project. We recommend payment in the amount of \$75,245.22 to:

Zenke, Inc.
87 Main St. #5
La Crescent, MN 55947

Please contact me if you have any questions.

Sincerely,

WHKS & CO.

A handwritten signature in black ink, appearing to read 'D. Sikkink', is written over the company name.

Daren D. Sikkink, P.E.

DS/cf

Enclosure

cc: Nick Koverman, City of St. Charles
Travis Zenke, Zenke, Inc.

[https://whkscwza.sharepoint.com/sites/ROCHESTERCONSTRUCTION/Projects/St.
Charles/9159 - Chattanooga 2nd Subdivision/Pond Construction/Pay Request/City PR_.docx](https://whkscwza.sharepoint.com/sites/ROCHESTERCONSTRUCTION/Projects/St.Charles/9159-Chattanooga%20Subdivision/Pond%20Construction/Pay%20Request/City%20PR_.docx)

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



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Chattanooga 2nd Pond Construction
Project No.: 9159.00
Location: St. Charles, MN
Contractor: Zenke, Inc.

Bid Price: \$126,749.00
Date: Jun. 24, 2021
Estimate #: 1
% Complete: 62%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	L.S.	\$5,200.00		0.8	0.8	\$4,160.00
2.	Clearing and Grubbing	1	L.S.	\$1,500.00		1	1	\$1,500.00
3.	Common Excavation (P)	8,900	C.Y.	\$3.10		3,560	3,560	\$11,036.00
4.	Restore Aggregate Road	125	S.Y.	\$14.90		125	125	\$1,862.50
5.	Topsoil Stripping (P)	5,525	C.Y.	\$3.80		4,420	4,420	\$16,796.00
6.	Remove 36" CMP Culvert	48	L.F.	\$15.00		48	48	\$720.00
7.	F&I 30" RCP Storm Sewer	17	L.F.	\$84.00		16	16	\$1,344.00
8.	F&I 36" RCP Storm Sewer	200	L.F.	\$108.25		192	192	\$20,784.00
9.	F&I 36" RCP Apron	1	Each	\$1,530.00		1	1	\$1,530.00
10.	Construct Structure, Type 4 (72")	1	Each	\$4,016.00		1	1	\$4,016.00
11.	Construct Structure, Pond Outlet Structure	1	Each	\$8,944.00		1	1	\$8,944.00
12.	Ditch Check Type 5	6	Each	\$1,200.00			-	\$0.00
13.	Rip Rap, Class 4	60	C.Y.	\$68.00		45	45	\$3,060.00
14.	Filter Diaphragm	1	L.S.	\$5,100.00		0.5	0.5	\$2,550.00
15.	Erosion Control Blanket, Category 3	7,485	S.Y.	\$1.50		468	468	\$702.00
16.	Turf Establishment, Seed	1.8	Acre	\$1,000.00			-	\$0.00
17.	Silt Fencing, Type Machine Sliced	250	L.F.	\$1.70		30	30	\$51.00
18.	Inlet Protection	2	Each	\$90.00			-	\$0.00
19.	Temporary Rock Construction Entrance	1	Each	\$1.00			-	\$0.00
20.	Traffic Control	1	L.S.	\$300.00		0.5	0.5	\$150.00
21.	Material testing allowance \$1,000	1	L.S.	\$1,000.00			-	\$0.00

Total Work Completed \$79,205.50

Less 5% Retainage \$3,960.28
Less Previous Payments \$0.00

Net Payment this Estimate **\$75,245.22**

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



June 24, 2021

Mr. Kyle Karger
Public Works Director
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

RE: St. Charles, MN
Chattanooga 2nd Addition
Pay Request No. 1

Dear Kyle:

Enclosed is Pay Request No. 1 for work on the above referenced project. We recommend payment in the amount of \$254,561.47 to:

Zenke, Inc.
87 Main St. #5
La Crescent, MN 55947

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read 'D. Sikkink', is written over a horizontal line.

Daren D. Sikkink, P.E.

DS/cf

Enclosure

cc: Nick Koverman, City of St. Charles
Travis Zenke, Zenke, Inc.

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



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Chattanooga 2nd Addition
Project No.: 9159.00
Location: St. Charles, MN
Contractor: Zenke, Inc.

Bld Price: \$997,354.58
Date: Jun. 24, 2021
Estimate #: 1
% Complete: 27%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	L.S.	\$24,200.00		0.8	0.8	\$19,360.00
2.	Topsoll Stripping (P)	33,260	C.Y.	\$4.25		26,608	26,608	\$113,084.00
3.	Common Excavation (P)	16,591	C.Y.	\$3.10		13,273	13,273	\$41,146.30
4.	Geotextile Fabric Type 5 (P)	7,100	S.Y.	\$1.50			-	\$0.00
5.	Subgrade Preparation 12"	14	RDST.	\$300.00			-	\$0.00
6.	Aggregate Base Class 5 (P)(CV)	1,978	C.Y.	\$28.20			-	\$0.00
7.	Breaker Run Stabilizing Aggregate	260	C.Y.	\$27.80			-	\$0.00
8.	Type SP 12.5 Wearing Course Mix (2:B)	586	Ton	\$77.17			-	\$0.00
9.	Type SP 12.5 Non Wear Course Mix (2:B)	1,560	Ton	\$76.51			-	\$0.00
10.	Concrete Curb & Gutter, Design B618	2,800	L.F.	\$11.57			-	\$0.00
11.	Concrete Apron	19	S.Y.	\$77.76			-	\$0.00
12.	Aggregate For Pipe Foundation(CV)	308	C.Y.	\$46.00			-	\$0.00
13.	Remove Bituminous Pavement	192	S.Y.	\$5.00			-	\$0.00
14.	F&I 6" PVC Pipe Service	400	L.F.	\$38.60		137	137	\$5,288.20
15.	F&I 8" PVC Pipe Sewer	1,290	L.F.	\$41.50		720	720	\$29,880.00
16.	F&I 8" x 6" PVC Wye	9	Each	\$295.00		4	4	\$1,180.00
17.	Construct Structure, Type 3, (48") (Adjusted)	5	Each	\$3,650.00		3	3	\$10,950.00
18.	Connect to Existing Sanitary Sewer	1	Each	\$500.00		1	1	\$500.00
19.	F&I 6" Water Main	430	L.F.	\$32.60			-	\$0.00
20.	F&I 8" Water Main	1,246	L.F.	\$35.80			-	\$0.00
21.	F&I 6" Gate Valve & Box	14	Each	\$1,570.00			-	\$0.00
22.	F&I 8" Gate Valve & Box	3	Each	\$2,160.00			-	\$0.00
23.	F&I 6" Hydrant	4	Each	\$4,160.00			-	\$0.00
24.	F&I Watermain Fittings	1,208	Pound	\$9.80			-	\$0.00
25.	Connect to Existing Watermain	1	Each	\$1,200.00			-	\$0.00
26.	F&I 15" RCP Storm Sewer	125	L.F.	\$48.20			-	\$0.00
27.	F&I 18" RCP Storm Sewer	543	L.F.	\$52.80			-	\$0.00
28.	F&I 30" RCP Storm Sewer	763	L.F.	\$82.60			-	\$0.00
29.	F&I 30" HDPE Storm Sewer	721	L.F.	\$59.50			-	\$0.00
30.	Construct Structure, Type 4 (48")	2	Each	\$2,440.00			-	\$0.00
31.	Construct Structure, Type 4 (60")	7	Each	\$3,940.00			-	\$0.00
32.	Construct Structure, Type 4 (72")	1	Each	\$4,900.00			-	\$0.00
33.	Construct Structure, Type 4 (84")	1	Each	\$7,290.00			-	\$0.00
34.	Construct Structure Type 1	10	Each	\$1,946.00			-	\$0.00
35.	F&I 30" RCP Apron	1	Each	\$1,120.00			-	\$0.00
36.	Ditch Check Type 2	3	Each	\$1,545.00			-	\$0.00
37.	Traffic Control	1	L.S.	\$300.00		0.5	0.5	\$150.00
38.	Erosion Control Blanket, Category 3	2,470	S.Y.	\$2.10			-	\$0.00
39.	Turf Establishment, Seed & Mulch	16	Acre	\$1,000.00		5	5	\$5,000.00
40.	Silt Fencing, Type Machine Sliced	2,358	L.F.	\$1.90		1,959	1,959	\$3,722.10
41.	Inlet Protection	11	Each	\$90.00			-	\$0.00
42.	Stabilized Vehicle Exit	1	L.S.	\$10.00		1	1	\$10.00
43.	4" PVC Conduit	344	L.F.	\$15.00			-	\$0.00
44.	4" Insulation	1,240	SF	\$3.90			-	\$0.00
45.	Trench Rock Excavation	1,290	L.F.	\$26.00		720	720	\$18,720.00
46.	Material testing allowance \$1,000	1	L.S.	\$1,000.00			-	\$0.00
Materials on Hand								
	30" HDPE pipe from Core & Main invoice 6/14/21	740	LF	\$22.92		740	740	\$16,960.80
	Sanitary Manhole structures	5	Each	\$1,004.02		2	2	\$2,008.04

Total Work Completed \$267,959.44

Less 5% Retainage \$13,397.97
Less Previous Payments \$0.00

Net Payment this Estimate \$254,561.47

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



July 9, 2021

Mr. Kyle Karger
Public Works Director
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

RE: St. Charles, MN
2021 Sidewalk Improvements
Pay Request No. 2

Dear Kyle:

Enclosed is Pay Request No. 2 for work on the above referenced project. We recommend that the City accept the project and make payment in the amount of \$534,091.67 to:

Chippewa Concrete Services
3030 110th Street
Chippewa Falls, WI 54729

Please contact me if you have any questions.

Sincerely,

WHKS & CO.

A handwritten signature in black ink, appearing to read 'D. Sikkink'.

Daren D. Sikkink, P.E.

DDS/jm

Enclosure

cc: Nick Koverman, City of St. Charles
Barry Bohman, Chippewa Concrete Services

2905 South Broadway
Rochester, MN 55904
Phone: 507.288.3923



PARTIAL PAYMENT REQUEST
FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Sidewalk Improvements
Project No.: 9158
Location: St. Charles, MN
Contractor: Chippewa Concrete Services

Bid Price: \$1,314,724.80
Date: Jul. 8, 2021
Estimate #: 2
% Complete: 66.6%

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	Lump Sum	\$97,750.00	1	0	0.65	0.65	\$ 63,537.50
2	Remove Bituminous Pavement	S.Y.	\$5.00	530	224	13.11	237.11	\$ 1,185.56
3	Remove Concrete Curb and Gutter	L.F.	\$8.00	1500	1007	70.00	1077.00	\$ 8,616.00
4	Remove Concrete Driveway Pavement	S.Y.	\$8.00	2500	743	161.67	904.67	\$ 7,237.33
5	Remove Bituminous Driveway Pavement	S.Y.	\$5.00	220	406	176.44	582.44	\$ 2,912.22
6	Remove Concrete Walk	S.Y.	\$2.00	8350	10693	64.44	10757.44	\$ 21,514.89
7	Adjust Gate Valve & Box	Each	\$200.00	5	0	1.00	1.00	\$ 200.00
8	Furnish and Install Gate Valve Box	Each	\$275.00	50	21	37.00	58.00	\$ 15,950.00
9	Clear and Grub Tree	Each	\$250.00	22	7	3.00	9.60	\$ 2,400.00
10	Topsoil Borrow (LV)	C.Y.	\$15.00	2500	0	0.00	0.00	\$ -
11	Common Excavation (P)	C.Y.	\$12.00	900	0	765.00	765.00	\$ 9,180.00
12	Common Borrow	C.Y.	\$12.00	300	0	0.00	0.00	\$ -
13	Bituminous Roadway Patching	S.Y.	\$80.40	550	30	0.00	30.00	\$ 2,412.00
14	Concrete Driveover Curb and Gutter	L.F.	\$57.53	10	0	0.00	0.00	\$ -
15	Concrete B624 Curb and Gutter	L.F.	\$57.53	1500	274	642.00	916.00	\$ 52,697.48
16	6" Concrete Walk	Sq. Ft	\$10.45	4100	778	1547.00	2325.00	\$ 24,296.25
17	4" Concrete Walk	Sq. Ft	\$5.85	114450	41157	55822.00	96979.00	\$ 567,327.15
18	6" Thickened Edge Concrete Walk	Sq. Ft	\$11.45	100	0	0.00	0.00	\$ -
19	4" Thickened Edge Concrete Walk	Sq. Ft	\$6.22	1200	0	0.00	0.00	\$ -
20	Truncated Domes	Sq. Ft	\$50.00	700	100	229.00	329.00	\$ 16,450.00
21	3" Bituminous Driveway	S.Y.	\$38.35	800	0	0.00	0.00	\$ -
22	6" Aggregate Driveway	C.Y.	\$25.00	200	0	0.00	0.00	\$ -
23	6" Concrete Driveway	S.Y.	\$55.56	2500	735	1239.56	1974.56	\$ 109,706.31
24	6" Concrete Driveway Type A	S.Y.	\$61.68	100	0	0.00	0.00	\$ -
25	Storm Drain Inlet Protection	Each	\$165.00	70	0	70.00	70.00	\$ 11,550.00
26	Seeding	Acre	\$1,200.00	5	0	0.00	0.00	\$ -
27	Traffic Control	Lump Sum	\$6,000.00	1	0	0.65	0.65	\$ 3,900.00
28	Material Testing Allowance (\$1000)	Lump Sum	\$1,000.00	1	0	0.00	0.00	\$ -

Construction Total \$ 921,072.69

Less 5% Retained Amount \$ 46,053.63

Less Previous Payments \$ 340,927.38

Net Payment this Estimate \$ 534,091.67

City of St. Charles
Resolution #35-2021

**A Resolution Approving A Limited Use Permit with the State of Minnesota
Department of Transportation to maintain its Municipal ID Entrance Sign**

WHEREAS, the City of St. Charles wishes to maintain its Limited Use Permit for its Municipal ID Entrance Sign; and

BE IT RESOLVED that the City of St. Charles enter into Limited Use Permit No. 8580-0044 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of St. Charles upon, along and adjacent to Trunk Highway 90 and the limits of which are defined in said Limited Use Permit.

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

1. The City Administrator of the City of St. Charles, Minnesota attests that the Mayor and the City Council are authorized to execute the Limited Use Permit.

Adopted by the Council of the City of St. Charles, Minnesota this 13th day of July, 2021.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator



District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

Office Tel: 507-517-4000
E-mail: David.Evans@state.mn.us

June 9th, 2021

City of St. Charles
Mayor John Schaber
830 Whitewater Ave
St. Charles, MN 55972

Subject: C.S. 8580 (T.H. 90)
LUP # 8580-0044
Limited Use Permit for Municipal ID Entrance Sign

Dear Honorable Mayor:

The Minnesota Department of Transportation (MnDOT) has updated the language and terms of its Limited Use Permits (LUPs) which requires the existing LUPs between MnDOT and the city to be reissued. LUP #8580-022 was originally issued on June 15th, 2006 on CS 8580 (T.H. 90). The existing LUP is being replaced with the enclosed LUP #8580-0044 for Municipal Identification Entrance Signs. Please have the appropriate people sign the two (2) copies where indicated and return to this office for further processing. Along with the new LUPs we have enclosed a copy of existing LUP #8580-022 for reference. We also need two (2) original copies of the resolution enclosed to attach to each of the permits. Enclosed is an example resolution. The resolution may need to be reformatted to meet the City of St. Charles requirements.

The existing LUP will remain in full force and effect until the new LUP is executed. Upon issuance of the new permit the existing permit will be terminated. If the City of St. Charles wishes to terminate the existing LUP please notify me in writing as soon as possible.

A final copy will be returned for your records.

Please contact me at 507-517-4000 for a permit to perform miscellaneous work on the trunk highway right of way or if you have any additional questions or concerns about this process

Sincerely,

A handwritten signature in black ink that reads 'David J. Evans'.

David J. Evans
Engineering Specialist

Enclosures

cc: District R/W Supervisor, Brian Veronen
Maintenance Engineer, Joe Fieseler
File

LUP #8580-0044 EXHIBIT "A"

Municipal ID Entrance Sign along HWY 74 & I-90 entrance ramp

Legend

Wabasha Ave

Whitewater Ave

74

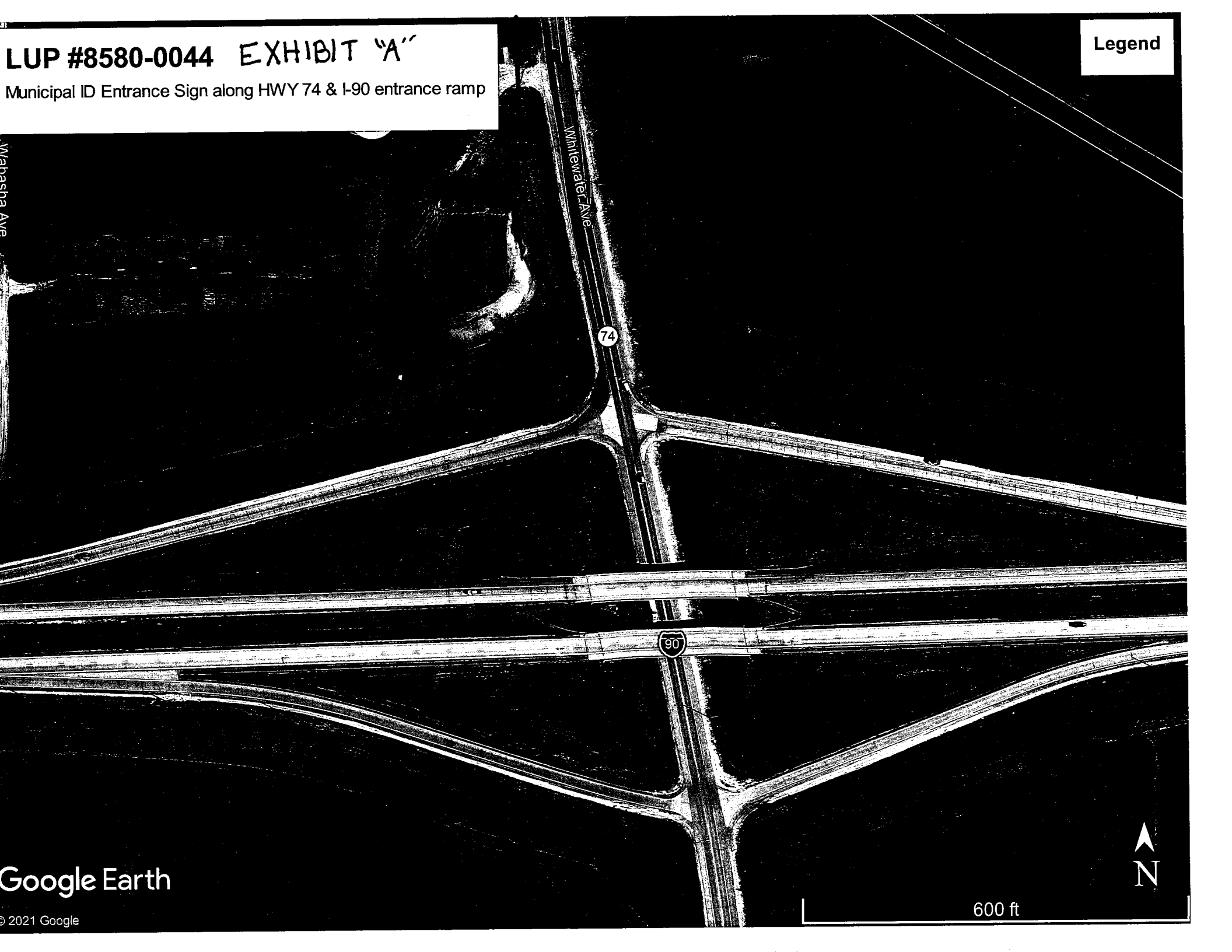
90

Google Earth

© 2021 Google

N

600 ft



**CITY OF ST. CHARLES
RESOLUTION #36-2021**

**A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY
FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

WHEREAS, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic.

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, between \$100-\$105 per capita times our population has been allocated to the City of St. Charles (“City”) pursuant to the ARPA (“Allocation”).

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance.

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

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

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury’s guidance.

2. City staff, together with the Mayor and the City Attorney are hereby authorized to take any actions necessary to receive the City's share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.
3. City staff, together with the Mayor and the City Attorney are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of St. Charles, Minnesota this 13th day of July, 2021.

John Schaber, Mayor

Attested:

Nick Koverman, City Administrator

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

525 Florence Avenue • PO Box 695 • Owatonna, MN 55060-0695
PH 507.455.3215 • FAX 507.455.2098 • smifoundation.org

Southern Minnesota Initiative Foundation Small Town Grant Program Guidelines and Procedures

Effective May 2021

Southern Minnesota Initiative Foundation (SMIF) works collaboratively to help create vibrant communities, innovative and successful economies and engaged and valued citizens. A key component to creating a vibrant region is to ensure all its communities are strong and successful.

The Small Town Grant Program seeks applications which identify ways to boost the well-being of individuals and quality of life in small communities. SMIF seeks investments which foster more community engagement and activities which result in more collaborative community activity and impact a community's culture, education, economy and/or social aspects of their town. Sometimes it is the smallest things in our communities which create the boldest possibilities. SMIF wants to support small wins which can be replicated and seed new initiatives over time.

SMIF is offering up to **\$10,000** for projects in **communities located within our 20-county region with populations of 10,000 or less** to be implemented over a **12-month timeframe**.

SMIF is accepting applications which launch new projects and expand existing initiatives, and which may require community convenings, survey/analysis, strategic planning and organizational capacity building. Additionally, SMIF will consider projects which may require funding for infrastructure including equipment, furniture, renovation, refurbishment, or restoration. Funding will not be considered for construction of a building or new facility, or for land purchases. All projects must have tangible outcomes.

All grant funds must be expended, projects must be fully completed within the 12-month timeframe, and a final report must be submitted after project completion. If the application is from a County or entity that serves multiple communities, the applicant must demonstrate which communities are impacted.

Exclusions

- Individuals, businesses, or other for-profit organizations
- General operating expenses and expenses not directly related to the project/program
- Existing deficits
- Programs or services mandated by law
- Routine city, county, or township planning or zoning
- Routine maintenance





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II. Fiscal Agent (if applicable)			
Organization City of St. Charles		Federal Tax ID # (FEIN)	
Primary Contact Person Nick Koverman		Title City Administrator	
Address 830 Whitewater Avenue	City St. Charles	Zip 55972	
	County Winona	Telephone 507-932-3020	
Email Address nkoverman@stcharlesmn.org			
Tax Status (Eligible organizations are tax exempt 501(c)(3) organizations, units/agencies of local, state or federal government and public schools): <input type="checkbox"/> 501(c)(3) <input checked="" type="checkbox"/> Unit of Government <input type="checkbox"/> Public Agency (Government Created) <input type="checkbox"/> Public School/Higher Education Institution			

III. Project Description	
Grant Request \$1,776.60	Total Project Cost \$2,368.80
Project Beginning Date May 1, 2022	Project End Date May 30, 2022
Project Type <input type="checkbox"/> New Initiative <input checked="" type="checkbox"/> Existing Project with New Components	
Project Title Downtown Beautification-Flower planters	
Brief Project Description Purchase four large 30"-36" tall, 38"-42" wide flower planters to locate adjacent to the newly created Veteran's Memorial on the corners of 11 th Street and Whitewater Avenue to compliment the already 26 hanging baskets.	

IV. Narrative (Please limit to no more than 3 pages)





A. Briefly describe your organization and how it is best suited to accomplish project.

The City of St. Charles is a local unit of government that works with many public and private partners to identify needs and desires to foster a quality of life that is important for all segments of the population. The City has previously partnered with the flowerbasket committee over the past 10 years in facilitating the desire to provide a beautiful and welcoming downtown as part of a downtown beautification project that started with a small seed grant by the Minnesota Design Team. The project has flourished for over 10 years with having flowerbaskets on mainstreet and through SMIF's Small Town Grant program, the City and its partners feel this would be an appropriate time to expand the intention with a new focus. The City of St. Charles helps facilitate in initiatives that are important to the community and that other organizations are willing to support both in terms of dollars and volunteerism.

B. Provide a timeline for project completion.

May 30, 2022

C. Which communities/counties will this project serve?

St. Charles

D. What are you observing in your communities which is causing struggles or pain points in the town?

Reconnecting. Following COVID, as we try to welcome residents and guests back into our downtown area, as a community we are trying to create welcoming and inviting spaces. As part of a larger downtown beautification project, a small group of committed residents believe that providing more flowers and "soft-scape" in the downtown area will be inviting and comforting and encourage more traffic in the downtown, which ultimately encourages more vibrancy and opportunities for fellowship and collaboration.

E. How will this initiative make it a better place for people to live?

The expanded initiative will continue to foster a sense of pride in community as well as the idea of "Loving Where You Live." It is believed that the additional flower planters would offer an opportunity for conversation and esthetic enjoyment as they would be located adjacent to the new Veterans Memorial on the four corners of 11th Street and Whitewater Avenue.

F. How will your project impact people's lives?

It is the hope that adding additional flower planters in the downtown will foster a greater sense of community and welcoming to St. Charles, while also offering perhaps a moment of peace and tranquility.

G. How will the community's actions change because this work is happening?

The ultimate goal is to bring people together in the downtown space for shopping, fellowship, to visit the newly created Veteran's Memorial, as well as to foster more pride in community. The City of St. Charles currently partners with the Lions Club to water 26 hanging baskets and it is the





hope that adding large flower planters will allow the project to grow and offer opportunity for other members of the community the chance to take part in the beautification project.

H. Who are the partners in this project?

The City of St. Charles, the St. Charles Lions Club, and the What's On Wednesday committee.

I. Identify the talents of the people and resources in your community which will help make this project successful.

Vision, vitality, and pride. The flowerbaskets have been hanging on mainstreet for over 10 years providing a vision of a community greater than itself and one that takes great pride in representing itself to both residents and guests. The flowers in the downtown space help to demonstrate vitality and growth. The additional flower planters would help to foster and expand the vision and vitality of St. Charles, while making it more possible for senior residents and businesses to help maintain the beauty in the community. Ultimately, this project creates a sense of pride in the community. Through the commitment of the Lions Club, the WOW group and the City, the group strongly believes that the addition of these large flower planters will help to not only sustain the flowerbasket project, but also expand it, as more seniors who cannot hold the watering wand up, can in fact, water flowers on the ground. It is the longterm goal to add additional flower planters through memorials or funds raised through the Lions Club as part of the annual flowerbasket sponsorship drive, which funds the cost of the flowerbaskets.

V. Proposal Checklist – Required Documents from Fiscal Agent/Applicant Organization

Nonprofit Organization:

- ☐ Completed application
- ☐ Audited financials or filed tax forms if unaudited
- ☐ IRS 501(c)(3) Determination Letter
- ☐ Letter(s) of support from partner organization(s) other than the applicant organization and fiscal agent

Unit of Government, Public Agency or Public School:

- ☒ Completed application
- ☒ Audited financials or filed tax forms if unaudited
- ☒ Letter(s) of support from partner organization(s) other than the applicant organization and fiscal agent

VI. Application Submittal

I have read thoroughly and comply with the Small Town Grant Program Guidelines. To the best of my knowledge, all information provided in this application is true and correct.





SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

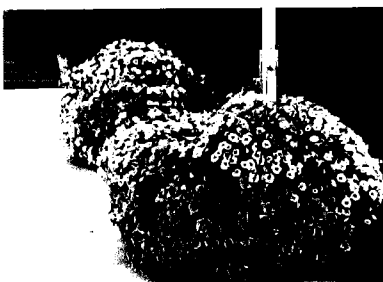
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Print Name	Date
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AVENUE PLANTERS



AVENUE 42

Dimensions: 106.7 cm Dia x 76.2 cm H (42" Dia x 30" H)

Water Reservoir: 182 l. (48 U.S. Gal)

Soil Capacity: .43 m³ (0.56 cubic yards)

AVENUE 36

Dimensions: 91.5 cm Dia x 60.5 cm H (36" Dia x 24" H)

Water Reservoir: 134 l. (35 U.S. Gal)

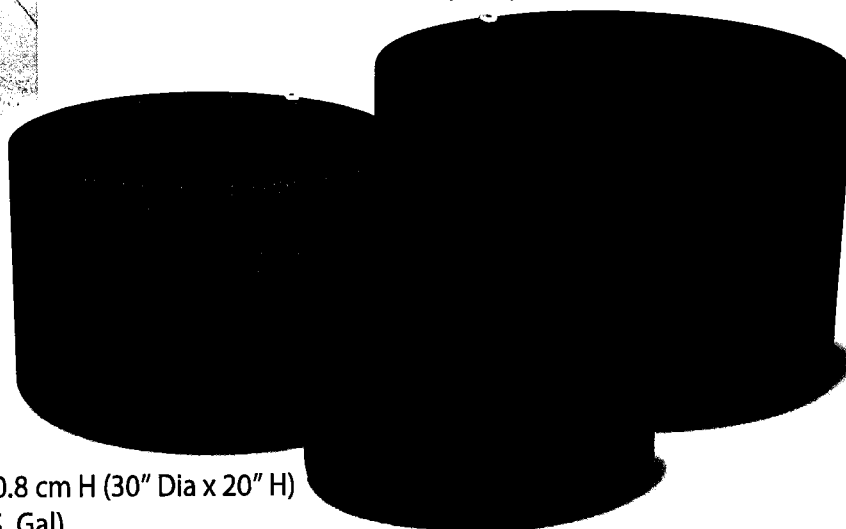
Soil Capacity: .27 m³ (0.35 cubic yards)

AVENUE 30

Dimensions: 76.2 cm Dia x 50.8 cm H (30" Dia x 20" H)

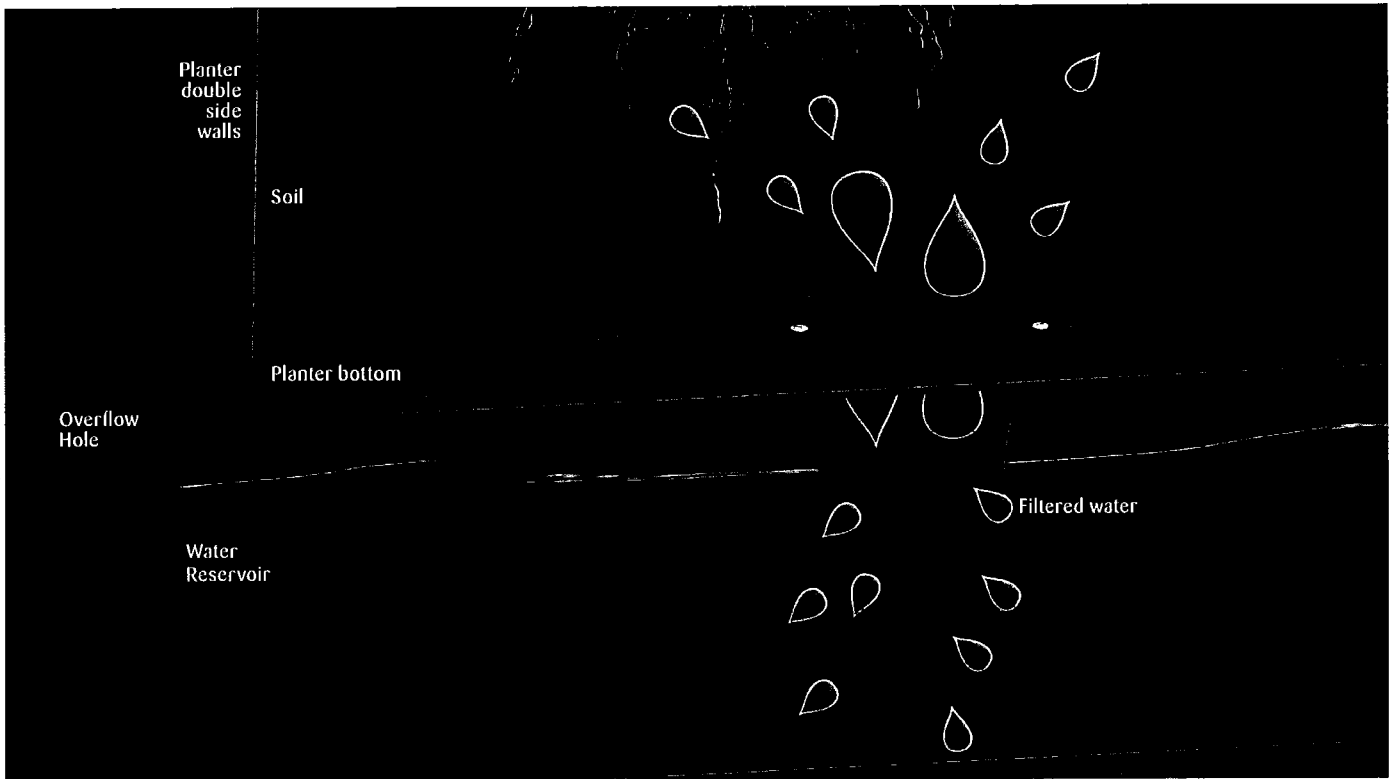
Water Reservoir: 93 l. (25 U.S. Gal)

Soil Capacity: .11 m³ (0.14 cubic yards)





Desert Self-Watering Planters with



Welcome and congratulations on your purchase of our Hydra System Self-Watering Desert Planter.

Your planter comes complete with our newly Innovative HydraFilter™. This new filter will stop migration of soil into your reservoir and keep the overflow hole free of debris. It allows water to pass through creating the capillary action needed to provide moisture to the roots of your plants.

Depending on the model purchased, there will either be a molded in water tube or a green expandable water tube. If the planter has the expandable water tube, pull up on the tube until the tube reaches the top edge of the planter.

Firmly pack your potting mix or soil into the Hydra Filter sock(s). Once complete fill your planter to the desired level with soil/potting mix. Desert self-watering planters are planted the same as any other conventional pot.

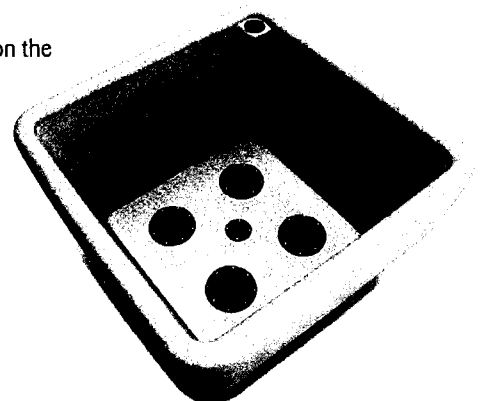
Once planting is completed, fill the reservoir through the watering tube. The reservoir is full when water leaks through the overflow hole located on the outside of the planter and to the right of the tube approximately half way down. Once the reservoir is filled, top-water the plants for the first couple of weeks or until the flowers are set in their soil.

Monitor the planters once a week for the first 3-4 weeks to determine a watering cycle. Depending on the size of the reservoir the watering cycle could be anywhere up to 6 weeks.

Weather can play a big part in the watering cycle. If there is extremely dry weather, consider reducing the watering cycle and lightly top water if required.

There is no special winterizing required. Desert self-watering planters can be left out and utilized all year long for your seasonal requirements. Draining the reservoir is not required but do not fill the reservoir prior to freezing temperatures.

Any questions or concerns can be addressed by contacting our customer service at info@eqnx.biz or call 1.800.665.7487 (Canada) or 1.800.563.3352 (United States).



Toll Free:
1-800-563-3352 (U.S.A.)
1-800-665-7487 (Canada)
Fax: 204-694-7133
E-mail: info@eqnx.biz





July 2, 2021

RE: Small Town Grant Letter of Support

To Whom It May Concern:

As a member of the R.E.C. club (Revive, Engage, Cultivate), the W.O.W (What's on Wednesdays) and Farm to Table Committees, we are writing this letter in support of the Small Town Grant application submitted by the City of St. Charles.

Our committee's goals are to provide support and engage the community in reviving and enhancing the Green Space and the downtown of St. Charles.

We are in support of the Desert Planters as they will be an added attraction to highlight our downtown. We would hope that our city would be able to budget for additional planters in the years to come. The city currently has hanging baskets which are difficult to water. It is our belief that more storefront owners will take part (and pride) in caring for these planters as they will be easier to water and maintain. The planters are environmentally and ecologically sensible, using 80% less water. This investment will save many hours in labor, are sturdily built for safety and stability and will make a striking statement in our downtown.

The REC Committee will support this project with a donation for flowers in the spring, pumpkins and fall decor and greens in the winter.

We look forward to our continued efforts with the City of St. Charles to revitalize and beautify our downtown with the addition of the planters. "Decorating the downtown" will instill pride in the community.

Laura Schaber, Lindsay Gust, Amy Berends

June 30, 2021

Southern Minnesota Initiative Foundation
Jennifer Heien, Grants Coordinator
P.O. Box 695
Owatonna, MN 55060

RE: Small Town Grant Letter of Support

Dear Ms. Heien,

On behalf of the St. Charles Lions Club, we are writing this letter in support of the Small Town Grant application submitted by the City of St. Charles to help with the purchase of four flower planters for our downtown beautification initiative.

The St. Charles Lions Club has recently been passed the baton of the downtown flowerbasket beautification project that features 26 hanging baskets in the heart of St. Charles. This project has been in existence in St. Charles for over 10 years as a matter of civic pride and engagement. In partnership with the City of St. Charles, we see the value this added "softscape" brings to the downtown that makes it more inviting and welcoming to residents and guests of our town. In addition, the Lions also see the need to help us all reconnect on a human level. It is the intention of the project to add these large 30"-36" tall flower planters in locations that will attract people to sit and spend time, as the location of the planters will be adjacent to the newly constructed Veteran's Memorial on the corner of 11th Street and Whitewater Avenue.

It is the goal of the Lions, WOW, and the City to continue to add multiple planters each year through either memorial donations or flower donations received annually so that eventually a flower planter can be located on every block in the downtown. The other benefit the Lions envision is that many senior residents choose not to participate and volunteer to water the hanging baskets because of the physical challenge it presents to hold the watering wand in the air. The large planters would offer this opportunity of service to the community in a more reasonable and manageable way.

We welcome the opportunity to partner with the Southern Minnesota Initiative Foundation to add additional opportunities for volunteerism and beautification to the St. Charles community.

Respectfully,

John Steffel
President of the Lions