



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, June 11, 2019 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. June 11, 2019 Agenda	APPROVE
4. Meeting Minutes -May 14, 2019 -May 28, 2019	APPROVE
5. June Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
7a. Administrator's Report, Nick Koverman	
7b. Public Works Superintendent Report, Kyle Karger	
7c. Chief of Police Report, Ken Frank (TBD)	
7d. Library Board Report, David Kramer	
7e. EDA Report, Wayne Getz	
7f. Park Board, Dave Braun	
7g. Planning & Zoning, David Kramer	
7h. School Board, Craig Hilmer	
8. Small Cities Development Program—SEMMCHRA	DISCUSS
9. Resolution #21-2019 Proposed Partnership SCDP Rehab Application	APPROVE
10. Revolving Loan Request #02-19	APPROVE
11. WOW Event-Liquor Sales Request	APPROVE
12. Veterans License Agreement	DISCUSS/APPROVE
13. Ordinance #609 Veterans Memorial	DISCUSS
14. Request for Advertisement of Part-time Officers	APPROVE
15. Memorandum of Understanding-TZD Coalition	APPROVE
16. Resolution #22-2019 St. Charles Interconnection Process	APPROVE
17. 2019 City Clean Up Day Review	INFORMATION

**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**



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**MEMORANDUM for the CITY COUNCIL of St. Charles for  
Tuesday, June 11, 2019**

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- 8. Small Cities Development Program—SEMMCHRA.** Included in the packet is information related to the Small Cities Development Program (SCDP). Buffy Beranek, the new executive director of the Southeast Minnesota Multi-County Housing and Redevelopment Authority, along with Karen Ducharme who helps to coordinate similar projects will be present to gauge the interest by the City regarding a potential grant application seeking funds for residential and commercial rehabilitation loan funds through the State. Mayor Schaber and I met with Ms. Beranek and Ms. DuCharme previously and welcomed the proposal to the full City Council for consideration.
- 9. Resolution #21-2019 Proposed Partnership SCDP Rehabilitation Application.** A resolution is included for consideration if Council desires to move forward with a potential application.
- 10. Revolving Loan Request #02-19.** Please see the enclosed Request For Council Action.
- 11. WOW Event—Liquor Sales Request.** Please see the enclosed request.
- 12. Veterans Memorial License Agreement.** The draft license agreement that has been reviewed and approved by the committee is included for consideration by City Council.
- 13. Ordinance #609 Establishing a Veteran’s Memorial.** The draft ordinance that would accompany the Veterans Memorial License Agreement is included for review. If satisfactory, a public hearing and first reading would be scheduled for the second meeting in June. No action is necessary at this time.
- 14. Request for Advertisement of Part-time Officers.** Chief Frank will be present to request the advertisement seeking additional part-time officers as for flexibility and security as the current roster and availability is very limited.
- 15. Memorandum of Understanding-TZD Coalition.** Included is an MOU for the
- 16. Resolution #22-2019 St. Charles Interconnection Process.** In working with Kristi Robinson of Star Energy Services, who serves through Minnesota Municipal Utility Association and MREA, she has worked to provide utilities with the required Municipal Minnesota Distributed Energy Resource Interconnection Process (M-MIP) Procedures as outlined by the Minnesota Public Utility Commission. The proposed resolution would adopt the updated rules and forms provided by MMUA for St. Charles Light and Water. It is recommended to adopt the proposed resolution.
- 17. 2019 City Clean Up Day Review.** Please see the enclosed memo for consideration.

**MINUTES of the ST. CHARLES CITY COUNCIL**  
**for Tuesday, May 14, 2019 held at 6:00 p.m. at**  
**830 Whitewater Avenue,**  
**St. Charles, Minnesota**

**MEMBERS PRESENT:**

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

**STAFF PRESENT:** Police Chief Ken Frank and Nick Koverman (City Administrator).

**OTHERS IN ATTENDANCE:** Ben Klinger (Winona County Emergency Manager), and Jill Veerkamp (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 discussion.

Motion carried.

**4. Meeting Minutes**

April 9, 2019

Motion to approve: **Craig Hilmer**

No further discussion.

Motion declared carried.

April 10, 2019 Board of Equalization

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

April 23, 2019

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

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

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

**6. Notices and communications:** None.

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

Various reports were given.

**8. Proclamation—Al Timm Race Day.** Mayor John Schaber read aloud the proclamation for Al Timm Race Day for June 2, 2019.

**9. Public Hearing—Special Assessment.** Mayor Schaber read aloud the script for the public assessment hearing and called for a motion to open the public hearing at 6:10 p.m.

Motion to open the hearing: **David Kramer**

No further discussion.

Motion carried.

Mayor Schaber called for anyone wishing to speak regarding the proposed special assessment at 2133 Enterprise Drive once, twice, three times. Hearing no one, he called for a motion to close the public hearing at 6:10 p.m.

Motion to close the public hearing: **David Kramer**

No further discussion.

Motion carried.

Mayor Schaber called for a motion to open the regular council meeting at 6:11 p.m.

Motion to approve: **Craig Hilmer**

No further discussion.

Motion carried.

**10. Resolution #19-2019 Adopting Special Assessment.** Hearing no further discussion, a motion was moved to adopt the resolution as presented.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

**11. Ben Klinger-Winona County Emergency Management.** Emergency Management Director Ben Klinger introduced himself and talked about the County's services and how he looks to continue to work with various agencies around the county. He thanked the services for their assistance during the recent events of the blizzard and other events. He reported that 29 people were housed at the EMS building during the blizzard. He relayed other trainings and exercises that he hoped to coordinate.

**12. Resolution #17-2019 Approving Liquor License 518 West 6<sup>th</sup> Street.** Admin. Koverman relayed that new owners had taken over at the stated address and that a background check was completed. After receiving all of the proper documentation, staff recommend approval of the license.

Motion to approve: **Craig Hilmer**

No further discussion.

Motion carried.

**13. Resolution #18-2019 Approving Cigarette License-518 West 6<sup>th</sup> Street.** A new cigarette license was also required for the new owners of the business. A motion to approve the resolution as presented was moved.

Motion to approve: **David Kramer**

No discussion.

Motion carried.

**14. Resolution #20-2019 One-Day 3.2 Liquor Hugh Watson June 2<sup>nd</sup> Races.** The proposed resolution was presented for the races to be held at the Winona County Fairgrounds for Al Timm Day. A motion to approve the resolution as presented was made.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

**15. Twins Grant.** Admin. Koverman highlighted the information that the City was selected to receive the 10,000 Twins Grant which we will utilize to help with the City Park ballfield project. No other questions were asked.

**16. Department of Commerce - Energy Education Grant.** Admin. Koverman relayed that in partnership with Franklin Energy, the City was selected to receive a grant to help with expenses for the 6<sup>th</sup> Grade energy program for \$3,544.76. He requested a motion to approve the grant. A motion was made to accept the grant funds.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

**17. Summer Park & Rec Hiring.** A list of summer Park & Recreation hirings was briefly reviewed by the Council and a motion to approve the list was moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**18. Gladiolus Days button Winner.** After reviewing the button design selections, staff recommended the approval of the button submitted by Mira Paul of Mrs. Backes' 6<sup>th</sup> grade class. A motion to approve the button was moved.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

#### **UNSCHEDULED PUBLIC APPEARANCES**

None.

Motion to adjourn at 6:38 p.m.

Motion to approve: **David Kramer**

Motion declared carried.

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**John P. Schaber, Mayor**

ATTEST

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**Nick Koverman, City Administrator**

**MINUTES of the ST. CHARLES CITY COUNCIL**  
**For Tuesday, May 28, 2019 held at 6:00 p.m. at**  
**830 Whitewater Avenue**  
**St. Charles, Minnesota**

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Public Works Director Kyle Karger, and Nick Koverman (City Administrator).

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

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

Quorum was established with Mayor Pro Tem Dave Braun calling the meeting to order at 6:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL of the AGENDA: Addition 8.) Revised Deed for Danmar Properties**

Motion to approve the agenda: **Craig Hilmer**

No discussion.

Motion carried.

**4. Notices and Communications.** Admin. Koverman highlighted the email from the High Speed Rail Commission that no funding was provided this session but that great strides had been made toward their project.

**5. Review of Financials.** No Comment.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

**6. 11th Street Railroad Crossing.** Director of Public Work Kyle Karger relayed a discussion and options from the Canadian Pacific Public Safety representative regarding a crossing complaint and the damage to cars due to the crossing not providing a solid surface for the width necessary. In reviewing the options of closing the road, turning the road to a 90 degree turn or extending the crossing material itself to a 16 foot length, it was relayed that after reviewing the options with staff that being able to extend the crossing 16' would then allow the city to continue the bike trail and avoid putting riders/walkers back on the road. It was asked whether the 16' would be just one side or if an extension could take place on both sides. Karger relayed he would have another conversation, but that it wasn't discussed at the time. It was asked about stop bars and Clm. Kramer relayed that when Canadian Pacific reviewed the distances and crossings about a year and a half ago, that 11<sup>th</sup> Street was not an option for crossbars. The Council agreed with the consensus and direction of the extensions on the crossing and trail extension. No formal action was taken but Karger relayed he would have an additional discussion.

**7. Admin. Assistant Recommendation.** Admin. Koverman relayed that interviews had taken place the week prior and that following the discussions, the recommendation for the vacant position was Shelly Schossow of St. Charles. She brings with her 17 years of municipal government experience and currently serves in Eyota as the utility billing clerk. Schossow's knowledge of the processes and positive attitude were believed to be a compliment to city hall. The recommendation was to start Schossow at the 4<sup>th</sup> step of the scale considering experience and current rate of pay. A motion was made to approve the recommendation and hire Schossow at the 4<sup>th</sup> step.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

**8. Revised Deed for Danmar Properties.** Admin. Koverman relayed that he was contacted late last week regarding concerns from the lending institution for Danmar Properties (car dealership). It was requested to strike language that caused the land to revert back to the city if certain timelines were not met. Koverman read the restrictions aloud and summarized that through conversation with the City Attorney, because substantive construction had already begun and through conversation with the

owner, a low risk was assigned to striking the language. Other processes were also in place that dictate what businesses would be allowed with respect to the zoning, etc. In speaking with the mayor prior to the meeting, he was in favor of the deed amendment. Hearing no other questions, a motion to approve the revised deed as presented was moved.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

#### **UNSCHEDULED PUBLIC APPEARANCES**

None

Clm. Getz relayed a concern brought to him from a resident of Whispering Hills related to speeds in the neighborhood. Admin. Koverman said he would relay it on to the Chief, but he believe the speed sign was set to be placed in the subdivision at the end of school. However, he would check to verify and let Council know.

Motion to adjourn at 6:19 p.m.

Motion to approve: **Wayne Getz**

Motion declared carried.

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**Dave Braun, Mayor ProTem**

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



## City Administrator's Report—May 2019

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**May 1-3**--Attended MCMA Conference. The conference provided additional training on sending/receiving within the context of communication with staff and the public, the impacts of different personalities on organizations, and the importance of leadership from staff and councils for communities.

**May 6**—Held a conference call to finalize Archive Social proposal to the Council. Attended the What's on Wednesday meeting to continue planning process. Attended the Beyond The Yellow Ribbon meeting in Winona. The committee has elected a new officers and is beginning work with a new State liaison. I reaffirmed the city's commitment to the committee and our pledge to host and manage the website.

**May 8**—Attended UMMEG meeting in LaCrosse with Director Karger. Received updates on various projects included the solar installations, the MISO callout for generators and the potential impact to other members not able to perform when called upon.

**May 10**—Park and Rec Director Rick Schaber and I met with St. Charles School Supt. Jeff Apse to have a preliminary discussion regarding city plans for green space facilities and possibilities of a partnership. Additional information was necessary but the general concept and a consensus was reached.

**May 14**—Attended a meeting in Winona with FEMA to receive initial information about possible reimbursement for flood expenses.

**May 15**—Attended a SCACF meeting to review a grant request and received an update from SMIF regarding opportunities for the foundation.

**May 16**—Attended the CEDA annual meeting in Red Wing. St. Charles was featured as one of the communities through Cris Gastner as a model of planning for infrastructure and the future.

**May 21**—Conducted interviews for open administrative assistant position. Attended the St. Charles Township meeting in the evening to request immediate annexation for the Schaber property that was inadvertently missed in the 2003 annexation. Thanked the Township for all of their help as well as Jim Ruhberg who was stepping down from the board as he is moving into St. Charles city limits.

**May 22**—Attended the Leadership Growth group in Byron.

**May 28**—Attended the Winona County Emergency Operations meeting in Winona. Provided updates and learned of various training opportunities that Winona County Emergency Manager Ben Klinger is planning. Director Kyle Karger and I met with representatives from Minnesota Energy and Itron to review a proposed request to locate two radio facilities in city right of ways to be able to implement an AMI system for residents.

**May 29**—Park and Rec Director Rick Schaber and I met again with Schools Supt. Jeff Apse to review cost estimates and a plan to improve green space with additional green space for soccer fields and related facilities. Staff would continue conversation with applicable boards to receive additional input. Held a conference call with representatives from MNDOT as they continue the planning for the Highway 74 Bridge replacement. A preliminary design has been approved in the MnDOT office and final plans are being put together for bid later this year for construction in 2020.

## Public Works Report – April 2019

- Finished work at Senior Center; catch basins; demo catch basin signs; gravel to Braun's; clean fairgrounds; grass seed fairgrounds; pick up fences; put maps up in shop office; take blankets back to Brinkman; bobcat education; worked at City Cleanup day; cleanup industrial park hillside; load trailer; move sign and tree
- Disconnect and reconnect electric meters; worked on west riser Whitewater and W. 14<sup>th</sup>; make up elbows and terminators; make up 30; work w/Ziegler on small gen sets; dirt work; rubber goods; work at power plant and city shop; work on fence at substation; work at substation and powerplant and gen set at street shop; power outage; locate work 14<sup>th</sup> and Whitewater; check on materials; pull rope in pipe 15<sup>th</sup> St; pull wire on E. 15<sup>th</sup> St; run power plant; riser pole set 10 transformer and basement; work on bushings at solar farm; safety meeting; work on planned power outage; trim trees; haul equipment; set pole anchor; replace electric service at 1406 Whitewater and 207 Church Ave; replace pole 3<sup>rd</sup> St. E. in alley; clean up trucks; fix street light.
- Locates; material inventory; clean loading dock; clean and fuel truck; get quotes.
- Sweeping; order parts for total patcher; seed fire hall, city hall and library; grade alleys, check wells; property pins; grade roads; switch signs on bridge; tree removal; order signs; repairing signs.
- Finals; checked sirens; clean shop; repaired hydrants; put plow out back; greased plow truck and caulked bottom wall; water samples; replaced chlorinator well #5; read finals; read meters; flushed valve hydrants; backfilled Sherwood Road; re-reads; replaced meters; lowered curb stops; pumped out cemetery pit; checked water leak.

Sincerely,

Kyle Karger  
Public Works Director

**City of St. Charles**  
**Economic Development Authority**  
**Regular Meeting**  
**Minutes**  
**June 7, 2019**

1. Meeting was called to order at 7:06am at City Hall. Present were: Greg Gall, Wayne Getz, Mark Linderbaum, Jim Allen, Dan Pearson, Alison Johnson, Denise Myers, EDA Coordinator Cris Gastner, and City Administrator Nick Koverman
2. **Minutes**
  - a. Minutes from the meeting on 4-5-19 were reviewed and approved
3. **Financials**
  - a. Financial report was reviewed and approved
4. **Business Items:**
  - a. **Revolving Loan Application**

The board discussed the application for \$25,000, the loan committee had reviewed the application and financial information. The recommendation of the committee is to approve the loan request. A motion was made by Getz and seconded by Linderbaum to recommend approval of the loan to City Council. All Ayes. Motion Carried
  - b. **State Baseball Tourney Sponsorship**

Koverman shared info regarding sponsorships for the upcoming Legion Baseball State Tournament that is coming to St. Charles. Gastner brought up the potential of trying to partner with the Chamber of Commerce in some way on the advertising. A motion was made by Allen and seconded by Pearson to participate at the \$500 sponsorship level reaching out to the Chamber to see about partnering. All Ayes. Motion carries.
  - c. **Updates**

Koverman and Gastner updated the Board on the progress of several ongoing projects.

Meeting was adjourned.

**Planning and Zoning Commission**  
**Thursday, June 6, 2019**  
**7:00 P.M.**  
**City Council Chambers**  
**Minutes**

**MEMBERS PRESENT:**

David Kramer  
J.D. Purl  
Wayne Getz  
Terry Jones  
Tim Jones

**MEMBERS ABSENT:**

Jerel Mockenhaupt  
Freddy Perez

**STAFF PRESENT:**

City Administrator Nick Koverman.

**OTHERS IN ATTENDANCE:** Andy Masterpole (SEH Engineers)

**ESTABLISH QUORUM/CALL TO ORDER**

Quorum was established with Tim Jones calling the meeting to order at 7:00 p.m.

**APPROVAL of AGENDA:**

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

**APPROVAL of MINUTES-April 4, 2019**

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

**BUSINESS ITEMS:**

**4a. Andy Masterpole (SEH Engineers) Zoning 101.** Andy Masterpole, who serves as the city's zoning advisor, gave a presentation as an overview to planning and zoning as both a refresher as well as opening up dialogue/discussion on zoning topics. The group discussed potential additional future topics as time permits.

Koverman provided brief updates on the various projects within the City.

Motion to adjourn at 8:19 p.m.: **Wayne Getz**  
Seconded by: **David Kramer**  
No further discussion.  
Motion carried.

# Small Cities Development Program

## Housing Rehab

### Eligible Properties

- Located in the geographic area that encompasses the application: TBD
- Suitable for rehabilitation (*total rehab cost cannot exceed 75% of the market value*)
- Current on property taxes
- Permanent structure

### Household Income

- Gross household income must be at or below 80% of the county median income
- All income verified through 3rd parties (*aids in determining eligibility for deferred loan*)

### Financial Assistance

- Deferred loan amount will vary on a case-by-case basis
- Deferred loans are secured with a Repayment Agreement. If the property is sold, title is transferred or is no longer the primary residence of the participant:
  - ~ within the first 6 yrs., the full amount must be repaid to the HRA
  - ~ the amount of repayment is reduced 20% for each year until the end of the 10th year.
  - ~ at the end of the 10th year, the loan is forgiven (becomes a grant)

### Eligible Activities

- Deferred loans may be used to:
  - ~ remove health, safety or other deficiencies & to bring the structure into compliance with the rehabilitation standards (*roofing, siding, plumbing, water supply, septic systems, or wiring*)
  - ~ improve the property by increasing the structure's energy efficiency (*insulation or installing storm windows*)
  - ~ modify or rehabilitate the unit to make it accessible for a handicap or disabled member of the household (*structural, exterior, bathroom, kitchen*)

### Winona County Income Guidelines (2019)

Family Size	30% AMI	50% AMI	80% AMI
1	\$15,900	\$26,500	\$42,350
2	\$18,200	\$30,250	\$48,400
3	\$21,330	\$34,050	\$54,450
4	\$25,750	\$37,800	\$60,500
5	\$30,170	\$40,850	\$65,350
6	\$34,590	\$43,850	\$70,200
7	\$39,010	\$46,900	\$75,050
8	\$43,430	\$49,900	\$79,900

### Financial Assistance

Income based on AMI	% Property Owner Match	% De-ferred Loan	Max. Deferred Loan Amount
0-30% AMI	0%	100%	\$25,000
31-50% AMI	4%	96%	\$24,000
51-80% AMI	10%	90%	\$22,500



134 East Second Street, Wabasha 55981  
Phone: 651-565-2638, ext. 213  
kducharme@semmchra.org

\_\_\_\_\_, 2019

Dear St. Charles Property Owner:

The City of St. Charles is partnering with the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) to apply for these Small Cities Development grant funds from the MN Department of Employment and Economic Development. Funds for this competitive program are made available to communities with documented need for housing and commercial rehabilitation and at least 51 percent low and moderate-income families. If our request is approved, St. Charles homeowners, rental property owners and business owners could apply for funds to make needed improvements starting in 2020.

Based on your responses to the enclosed survey, our community could receive up to \$1 million in forgivable and low-interest loans to repair and upgrade our housing stock and commercial buildings.

***To get started, SEMMCHRA must receive survey responses from at least 51 percent of St. Charles households, rental, and commercial property owners.*** Even if you don't think your home or business needs renovation or repair, please take 3 minutes to complete the survey to help us qualify as a community for these important funds.

Your responses will be **confidential**. Individual responses will only be available to SEMMCHRA. Only summary information will be shared with the City of St. Charles and the EDA.

**Please complete the survey and return it in the pre-stamped envelope by DATE TBD.**

If you have any questions, please feel free to contact Karen DuCharme at SEMMCHRA at 651-565-2638, ext. 213 or email [kducharme@semmchra.org](mailto:kducharme@semmchra.org).

Sincerely,

John Schaber  
Mayor, City of St. Charles



**Help St. Charles Qualify for up to \$1 Million in Rehabilitation Funds**

Please take 3 minutes to complete this survey and help St. Charles qualify for up to \$1 million in funds for residential and commercial property rehabilitation. Southeastern Minnesota Multi-County Housing and Rehabilitation Authority (SEMMCHRA)\* needs at least a 50 percent response rate to qualify St. Charles, so please complete the survey even if you aren't interested in assistance for your property. If St. Charles is awarded funding through this competitive grant program, additional information will be available in 2020.

*Return your survey to in the envelope provided. Individual responses will **only be seen by SEMMCHRA**.  
The City and the St. Charles Economic Development Authority will receive summary information only.*

1. Do you own or rent your home? \_\_\_\_\_ Own \_\_\_\_\_ Rent

2. How old is your home? \_\_\_\_\_ years (approximately)

3. Please check the conditions of the following items for your residence.

	Good	Fair	Poor		Good	Fair	Poor
<b>Exterior</b>				<b>Interior</b>			
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Flooring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Vital Systems</b>				<b>Energy Conservation</b>			
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. **Housing Improvements**

Would you be interested in the rehabilitation of your current residence through the use of a grant or low-interest loan? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Maybe

5. Is there anyone in your household with disabilities who needs to have changes made to your house to make it more accessible and usable? \_\_\_\_\_ Yes \_\_\_\_\_ No If "yes," please describe the needed changes: \_\_\_\_\_

6. **Ages of people in your home**

Please indicate the number of people in your household for each age group.

0-6 \_\_\_\_\_ 7-18 \_\_\_\_\_ 19-39 \_\_\_\_\_ 40-59 \_\_\_\_\_ 60 and over \_\_\_\_\_ Total \_\_\_\_\_

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\* SEMMCHRA works in a six-county area that includes St. Charles to provide affordable, safe housing for elderly, disabled and those below 115% of the State median income.



**7. Total household income for all persons living at your residence**

Check one (1) to indicate your total household income (income *before* taxes)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$ 0 - \$42,350     | <input type="checkbox"/> \$54,451 - \$60,500 | <input type="checkbox"/> \$70,201 - \$75,050 |
| <input type="checkbox"/> \$42,351 - \$48,400 | <input type="checkbox"/> \$60,501 - \$65,350 | <input type="checkbox"/> \$75,051 - \$79,900 |
| <input type="checkbox"/> \$48,401 - \$54,450 | <input type="checkbox"/> \$65,351 - \$70,200 | <input type="checkbox"/> More than \$79,901  |

*Please provide your contact information if you are or may be interested in participating in the St. Charles Housing Rehabilitation Program.*

*You will have other opportunities to participate in the program.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

***Thank you***

If you have any questions, please contact Karen DuCharme at  
SEMMCHRA, 134 East Second Street, Wabasha, MN 55981 or at 651-565-2638, ext. 213

*\* SEMMCHRA works in a six-county area that includes St. Charles to provide affordable, safe housing for elderly, disabled and those below 115% of the State median income.*

# Small Cities Development Program

## Rental Rehab

### Eligible Properties

- Rental property located in the target area
- Mixed-use structure
- Structure is suitable for rehabilitation
- Property taxes are current

Rental Rehab \$12,000 Maximum Deferred Loan	
5-Year Deferred Loan	70%
Owner Match	30%

### Financial Assistance

- Deferred loan amount will vary on a case-by-case basis
- Deferred loans are secured with a Repayment Agreement. If the property is sold or title is transferred:

~at any time during the 10-year period, the loan must be repaid to the HRA with no interest added

~at the end of the 10th year, the loan is forgiven (becomes a grant)

### Compliance Requirements

- The accessibility requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1975 will be incorporated into rehab projects.
- All rehabilitation work must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act.
- Rental rehabilitation projects with 8 or more units must comply with Davis Bacon and other labor standards.



### Eligible Improvements

- Exterior painting
- Health & safety issues
- Energy efficiency improvements
- Roof replacement
- Electrical rewiring
- Heating systems
- Code violations

### Additional Requirements

- At least 51% of the units shall be rented to those at 80% of the county median income and below for a period of 10 years. The income limits for **Winona County** are listed below:

Household Size	1 Person	2 People	3 People	4 People	5 People
Income Limit	\$42,350	\$48,400	\$54,450	\$60,500	\$65,350

- All units must meet the following Fair Market Rents for **Dodge County** for a period of 10 years:

Bedroom Size	0	1	2	3	4
Fair Market Rent	\$482	\$578	\$751	\$964	\$1,109



134 East Second Street, Wabasha 55981  
 Phone: 651-565-2638, ext. 213  
 kducharme@semmchra.org



**Help St. Charles Qualify for up to \$1 Million in Rehabilitation Funds**

Please take 3 minutes to complete this survey and help St. Charles qualify for up to \$1 million in funds for residential and commercial property rehabilitation. Southeastern Minnesota Multi-County Housing and Rehabilitation Authority (SEMMCHRA)\* needs at least a 51 percent response rate to qualify St. Charles, so please complete the survey even if you aren't interested in assistance for your property. If St. Charles is awarded funding through this competitive grant program, additional information will be available in 2020.

Return your survey and letter of interest to in the envelope provided. Individual responses will **only be seen by SEMMCHRA**. The City and the St. Charles Economic Development Authority will receive summary information only.

1. Rental Property Name (if applicable): \_\_\_\_\_
2. Rental Property Address: \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_
3. What is the age of the building? \_\_\_\_\_ (in years)
4. Total number of rental units by bedroom size: 1-BR \_\_\_\_\_ 2-BR \_\_\_\_\_ 3-BR \_\_\_\_\_ 4-BR \_\_\_\_\_
5. Monthly rent by bedroom size: 1-BR \$ \_\_\_\_\_ 2-BR \$ \_\_\_\_\_  
 3-BR \$ \_\_\_\_\_ 4-BR \$ \_\_\_\_\_
6. Please indicate if any of the following utilities are included in the rent:  
 None  Electricity  Water  Sewer  Garbage  Heat
7. Average monthly costs of the above utilities? \_\_\_\_\_
8. Do you currently have any vacancies? YES  NO  If yes, how many? \_\_\_\_\_
9. Do you have a waiting list? YES  NO   
 If a vacancy occurs, how long does it usually take to rent the unit? \_\_\_\_\_
10. General rental unit conditions:

<b>A. Interior</b>	Good	Fair	Poor	<b>B. Mechanical System</b>	Good	Fair	Poor
<i>Ceiling</i>				<i>Plumbing</i>			
<i>Walls</i>				<i>Electrical</i>			
<i>Floors</i>				<i>HVAC</i>			
<b>C. Energy Conservation</b>	Good	Fair	Poor	<b>D. Miscellaneous</b>	Good	Fair	Poor
<i>Ceiling</i>				<i>Smoke Alarms</i>			
<i>Walls</i>				<i>Sprinkler System</i>			
<i>Foundation</i>				<i>Handicap Accessible</i>			

11. Rental Rehab Improvements. Would you be interested in the rehabilitation of your rental property? (check one):  
 Yes  No  Maybe

Owner Name: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please return the survey and letter to SEMMCHRA by DATE TBD. Thank you.



July 2019

City of St. Charles  
830 Whitewater Avenue  
St. Charles, MN 55972

**RE: LETTER OF INTEREST FOR ST. CHARLES'S 2020 SCDP RENTAL REHAB PROGRAM**

Dear City of St. Charles:

This letter is to express our interest in participating in the **2020 SCDP Rental Rehabilitation Program** if the City is successful with the grant application. The program design, as will be further outlined in the informational and public meetings (to be scheduled at a later date) has these elements:

<u><b>% Project Cost</b></u>	<u><b>Source</b></u>
70%	SCDP, 0% Interest, 10-Year Deferred Loan
30%	Owner/Private Match

We understand 51% of the tenants must be at or below the 80% of the County Median Income limits (as set by HUD annually), and we also understand the rents must be affordable and cannot exceed the fair market rents (as set by HUD annually) for the County where the property is located.

<b>Winona County 2019 Income Limits</b>				
<b>1 Person</b>	<b>2 People</b>	<b>3 People</b>	<b>4 People</b>	<b>5 People</b>
\$42,350	\$48,400	\$54,450	\$60,500	\$65,350
<b>Winona County 2019 Fair Market Rents</b>				
<b>0-BR/Efficiency</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>
\$482	\$578	\$751	\$964	\$1,109

Eligible activities are health, safety, and code violation improvements, including but not limited to roofing, siding, windows, doors, electrical, plumbing, and heating and structural repairs. Cosmetic items are not eligible improvements. We understand that funding will not be available prior to the summer of 2020, and only improvements undertaken after that time are eligible for SCDP assistance. We also understand that Davis Bacon Wage Rates are enforced on rehabilitation projects with 8 or more units.

Our participation is dependent upon the City receiving the SCDP grant funds and our ability to secure the necessary leveraged funding resources from our lender or our equity funds. Using the average total project cost of approximately \$15,000 per unit, we understand that our portion of the required financing could be 30% of this amount or approximately \$4,500 per unit.

Our participation in this program would be for the property listed on the enclosed survey:

Owner Name: \_\_\_\_\_  
(please print)

Correspondence Address: \_\_\_\_\_

Sincerely;

\_\_\_\_\_  
Property Owner

# Small Cities Development Program

## Commercial Rehab

### Eligible Properties

- Commercial property located in the target area
- Commercial structure or a mixed-use structure
- Structure is suitable for rehabilitation
- Property taxes are current
- Minimum project cost of \$5,000

<b>Commercial Rehab</b> <i>\$40,000 Maximum SCDP Assistance</i>	
5-Year Deferred Loan	65%
Low-Interest SCDP Loan	15%
Owner's Match	20%

### Financial Assistance

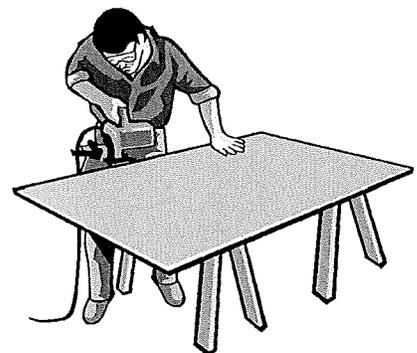
- Deferred loan amount will vary on a case-by-case basis
- Deferred loans are secured with a Repayment Agreement. If the property is sold or title is transferred:
  - ~ within the 5 yrs., the full amount must be repaid to the HRA
  - ~ at the end of the 5th year, the loan is forgiven (becomes a grant)

### Compliance Requirements

- The accessibility requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1975 will be incorporated into rehab projects.
- Commercial rehabilitation projects must comply with the Davis Bacon and other labor standards (*SEMMCHRA staff is available to assist owners with the Davis Bacon requirements*)
- Rehabilitation work must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act. Requirements are determined on a case-by-case basis.

### Eligible Improvements

- Store front façade
- Exterior painting
- New signs or awnings-upgrade exterior appearance
- Health & safety issues
- Energy improvements



134 East Second Street, Wabasha 55981  
 Phone: 651-565-2638, ext. 213  
 kducharme@semmchra.org

- Roof replacement
- Electrical rewiring
- Heating systems
- Code violations
- Accessibility improvements





**Help St. Charles Qualify for up to \$1 Million in Rehabilitation Funds**

Please take 3 minutes to complete this survey and help St. Charles qualify for up to \$1 million in funds for residential and commercial property rehabilitation. Southeastern Minnesota Multi-County Housing and Rehabilitation Authority (SEMMCHRA)\* needs at least a 51 percent response rate to qualify St. Charles, so please complete the survey even if you aren't interested in assistance for your property. If St. Charles is awarded funding through this competitive grant program, additional information will be available in 2020.

Return your **survey and letter of interest** to in the envelope provided. Individual responses will **only be seen by SEMMCHRA**. The City and the St. Charles Economic Development Authority will receive summary information only.

1. **Building Type** (check one): Commercial  Mixed Use  Residential Rental Units
2. **Occupancy Status** (check one): Owner Occupied  Tenant Occupied  Vacant
3. **How old is your building?** \_\_\_\_\_ (approximately)
4. **Please rate the following conditions of your business establishment's building:**

A. Exterior	Good	Fair	Poor	B. Interior	Good	Fair	Poor
Roof				Ceiling			
Walls				Walls			
Windows/Doors				Floors			
Foundation							
C. Mechanical Systems	Good	Fair	Poor	D. Energy Conservation	Good	Fair	Poor
Plumbing				Ceiling			
Electrical				Walls			
HVAC				Foundation			
E. Miscellaneous	Good	Fair	Poor				
Smoke Alarms							
Sprinkler System							
Handicap Accessible							

5. **Commercial Rehab Improvements.** Would you be interested in the rehabilitation of your commercial property? (check one): Yes  No  Maybe
6. **Utilization of grant funds will require a financial commitment of the property owner.** In your situation, if you were to make a financial commitment to secure other loan funds, how much of a monthly payment would you be willing make over a 5-year period?

Less than \$100 \_\_\_\_\_ \$100 to \$199 \_\_\_\_\_ \$200 to \$299 \_\_\_\_\_ \$300 to \$399 \_\_\_\_\_ \$400 or more \_\_\_\_\_

Please return the survey and letter to the SEMMCHRA office by DATE TBD. Thank you.

July 2019

City of St. Charles  
830 Whitewater Avenue  
St. Charles, MN 55972

**RE: LETTER OF INTEREST FOR ST. CHARLES'S 2020 SCDP COMMERCIAL REHAB PROGRAM**

Dear City of St. Charles:

This letter is to express our interest in participating in the **2020 SCDP Commercial Rehabilitation Program** if the City is successful with the grant application. The program design, as will be further outlined in the informational and public meetings (to be scheduled at a later date) has these elements:

<u>% Project Cost</u>	<u>Source</u>
65%	SCDP, 0% Interest, 5-Year Deferred Loan
15%	SCDP, 3% Interest, 5 Year Loan
20%	Owner/Private/City Low-Interest Loan

We understand that our potential obligation to the rehabilitation effort could be approximately 20% of the total project cost. We also understand that \$40,000 is the maximum amount of SCDP funds available for any single project.

Eligible activities are generally limited to necessary exterior improvements such as roofing, windows & doors, siding, foundation work, signage. Activities such as plumbing, electrical and HVAC upgrades must demonstrate health/safety and building code violations in order to be eligible for SCDP assistance. We have identified improvements to our building that meet these requirements. We understand that funding will not be available prior to the summer of 2020, and only improvements undertaken after that time are eligible for SCDP assistance. We also understand that Davis Bacon Wage Rates are enforced.

Our participation is dependent upon the City receiving the SCDP grant funds and our ability to secure the necessary leveraged funding resources from our lender or our equity funds. Using the average total project cost of approximately \$30,000, we understand that our portion of the required financing could be 20% of this amount or approximately \$6,000.

Our participation in this program would be for the property listed on the enclosed survey:

Owner Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

**(print)**

Business Address: \_\_\_\_\_

Sincerely;

\_\_\_\_\_  
Business or Property Owner

**CITY OF ST. CHARLES**  
**RESOLUTION \_\_\_\_\_**

**DECLARING THE CITY OF ST. CHARLES AS THE APPLICANT AND  
PARTNER FOR THE PROPOSED ST. CHARLES COMPREHENSIVE  
SCDP REHABILITATION PROJECTS CONTAINED IN THE  
COMMUNITY FINANCE PRELIMINARY PROPOSAL**

**WHEREAS** the City of St. Charles is the applicant and partner in the proposed St. Charles Comprehensive Rehabilitation SCDP Projects contained in the Community Finance Preliminary Proposal to be submitted in November 2019; and

**WHEREAS** the City of St. Charles is leveraging and committing \$ \_\_\_\_\_ of their own funds to this project; and

**WHEREAS** the City of St. Charles and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) are partnering to develop the project.

**NOW, THEREFORE BE IT RESOLVED** that the City of St. Charles agrees to be the applicant and partner in the proposed St. Charles Comprehensive SCDP Rehabilitation projects contained in the Community Finance Preliminary Proposal.

**I CERTIFY THAT** the above resolution was adopted by the City Council of the City of St. Charles on \_\_\_\_\_, 2019.

SIGNED:

\_\_\_\_\_  
John Schaber (Date)  
Mayor, St. Charles

\_\_\_\_\_  
Nick Koverman (Date)  
City Administrator, St. Charles

**CITY OF ST. CHARLES  
RESOLUTION #21-2019**

**DECLARING THE CITY OF ST. CHARLES AS THE APPLICANT AND  
PARTNER FOR THE PROPOSED ST. CHARLES COMPREHENSIVE  
SCDP REHABILITATION PROJECTS CONTAINED IN THE  
COMMUNITY FINANCE PRELIMINARY PROPOSAL**

**WHEREAS** the City of St. Charles is the applicant and partner in the proposed St. Charles Comprehensive Rehabilitation SCDP Projects contained in the Community Finance Preliminary Proposal to be submitted in November 2019; and

**WHEREAS** the City of St. Charles is leveraging and committing \$10,000 of their own funds to this project; and

**WHEREAS** the City of St. Charles and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority (SEMMCHRA) are partnering to develop the project.

**NOW, THEREFORE BE IT RESOLVED** that the City of St. Charles agrees to be the applicant and partner in the proposed St. Charles Comprehensive SCDP Rehabilitation projects contained in the Community Finance Preliminary Proposal.

**I CERTIFY THAT** the above resolution was adopted by the City Council of the City of St. Charles on June 11, 2019.

SIGNED:

\_\_\_\_\_  
John Schaber (Date)  
Mayor, St. Charles

\_\_\_\_\_  
Nick Koverman (Date)  
City Administrator, St. Charles

# **ST. CHARLES**

## **REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** June 11, 2019                      **General:**   X  

**Department:** EDA

**Item Requested:** Approval of Revolving Loan Fund Request #02-19

---

**Summary of the Issue**

An application was submitted to the Revolving Loan Fund for \$25,000 for furniture, fixtures and equipment for a new coffee shop and specialty bakery in downtown St. Charles.

**Background**

The applicants would like to purchase an existing building downtown and renovate it into a new coffee shop and specialty bakery.

Based on the Revolving Loan Committee's review of the documentation, the Committee recommended approval of the request to the full EDA Board at their meeting June 7, 2019 meeting. The EDA moved to approve a recommendation to City Council for the request.

**Funding**

Approval will require \$25,000 from the Revolving Loan Fund. Council action will serve to authorize the loans. Loans will be structured as a 7 year loan at an interest rate of 4%.

**Recommendation**

The EDA approved by motion, the following recommendations:

1. To approve Request #2-19 as requested and described above.
2. To authorize the staff to prepare all necessary loan documents.



**Request for City Council Action**

Date: June 7, 2019

Requested Council Date: June 11, 2019

Originating Department:

Council Action Requested: Permit the sale of liquor for designated W.O.W. events

Background Information: Representatives of the What's On Wednesday (W.O.W.) committee have secured and submitted information related to the Rec Bar and Café of Lewiston's willingness to cater food and beer for their WOW events (June 19, July 3, July 17, August 7 and August 21) The Rec Bar and Cafe currently operates as a restaurant with a valid on-sale liquor license and State approved Caterer's permit for food and liquor. They have provided the necessary notice, which is what is required.

However, in reviewing City Code, Chapter 113 it states the following:  
 113.23 DRINKING IN PUBLIC.

The following provisions shall apply unless a place is licensed under this chapter or unless specific Council authorization is given:

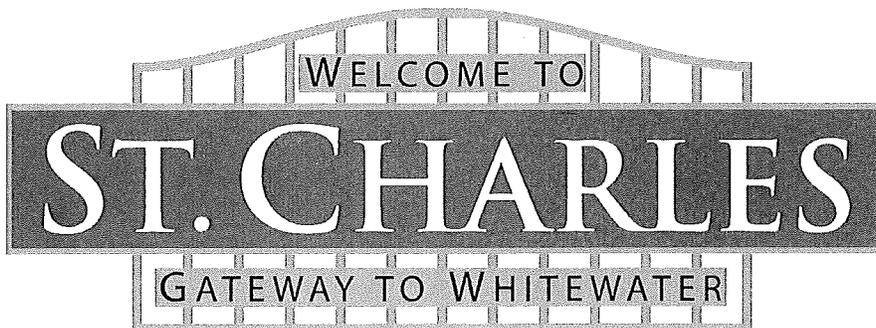
(A) No person shall consume any alcoholic beverages in any public place unless otherwise permitted by the city; and

(B) No person shall consume any 3.2% malt liquor in any public place in the area bounded on the south by the north edge of Fifteenth Street, on the north by the south edge of Seventh Street, on the east by the west edge of Church Avenue, and on the west by the east edge of St. Charles Avenue.

(C) The city may impose a voluntary administrative penalty under § 10.90 rather than issuing a criminal summons.

The W.O.W. committee is requesting authorization for the sale of liquor in the green space for the above stated dates. In talking with Park and Recreation Director Rick Schaber, consumption at city parks has been permitted for decades and believed that permission was granted for city parks. Because the space is new, it is questioned whether the City Code should be amended to either allow consumption in designated city parks, or for special events, to require permission be received by City Council.

Approval is requested.



**LICENSE AGREEMENT – Veterans Memorial**

THIS LICENSE AGREEMENT (“Agreement” or “License”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of St. Charles, a municipal corporation under the laws of the State of Minnesota (“Licensor” or “City”), and the Hugh Watson American Legion Post 190 (“Legion”) and the St. Charles Veterans of Foreign War (“VFW”), (collectively the Legion and VFW are referred to herein as the “Licensee”); (collectively Licensor and Licensee are referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property located at the northwest corner of the intersection of West 11<sup>th</sup> Street and Whitewater Avenue in the City of St. Charles, Minnesota (the “Property”), which property is currently green space/open space for general public use; and

WHEREAS, the Licensee desires to use a portion of the above-referenced Property to relocate an existing City-owned monument and install the same, along with the purchase and installation of a similar new monument, pavers and flagpole for purposes of a veterans memorial for the benefit and use of the general public; and

WHEREAS, the Licensor is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. **Grant of License and Description of Licensed Premises.** The Licensor is the owner of the above-referenced Property. The Licensee is hereby granted a nonexclusive, terminable license to relocate, install, construct, operate and maintain certain improvements identified herein for use as a veterans memorial (the “Veterans Memorial”), for the use and benefit of the general public, upon that certain portion of the Property identified and depicted on Exhibit A, which is attached hereto and incorporated herein by reference (the “Licensed Premises”). In accordance with the site plan for the Veterans Memorial, which is attached hereto and incorporated herein by reference as Exhibit B, this License grants the Licensor, at Licensee’s expense, the right to relocate and install the City-owned memorial stone, which is currently located in front of City Hall to the Licensed Premises, as well as to purchase and install the depicted additional new monuments, flag poles, memorial bricks, and two benches (the “Improvements”) within the Licensed Premises.
  
2. **License Fee.** In consideration for the License granted hereby and the services provided by Licensee and Improvements, the Licensee shall pay to the Licensor, as and for the use of the Licensed Premises, One Dollar (\$1.00) payable to Licensor at the time of execution hereof.

### 3. Term and Termination.

- a. Term. This Agreement shall be in effect for a period of seventy-five (75) years from its effective date and shall automatically renew at five (5) year intervals thereafter, unless terminated as provided herein.
- b. Termination. Notwithstanding any provision of this Agreement, this Agreement may be terminated; 1) by mutual agreement of the Parties at any time effective the date agreed upon by the Parties; 2) by either party upon One Hundred and Eighty (180) days' written notice to the other party; or 3) at Licensor's option, upon thirty (30) days' written notice of default for the failure of the Licensee to comply with any material term or condition of this Agreement, or Licensee's violation of a state or federal law or City Code, except that Licensee shall have 15 days from the date of notice to cure an identified default, provided however, that Licensee cures to the satisfaction of the Licensor's City Administrator.
- c. Improvements Upon Termination. Except as otherwise provided herein, if this Agreement is terminated as provided herein, the Licensee shall remove its Improvements and any other personal property of Licensee from the Licensed Premises within the respective notice period. Failure of the Licensee to remove its Improvements and personal property within the respective notice period shall constitute abandonment of the Improvements and personal property and an express waiver of Licensee's removal right. In such event, at the City's option, the Improvement and personal property may be removed, stored and/or disposed of, or otherwise used at the discretion of the City. If any of the Improvements and personal property are removed, stored and/or disposed of by the City, the costs of removal, storage and/or disposal shall be the responsibility of the Licensee. Licensee shall pay such costs within 30 days of the date of an invoice for the same from the City. If any Improvements and/or personal property are abandoned and otherwise used by the City, no compensation shall be paid to the Licensee by the City for such Improvements or personal property.
- d. Restoration. Within 90 days of termination of this Agreement as provided herein, the Licensee shall, at the Licensee's expense, restore the Licensed Premises to the condition they were originally in at the inception of this Agreement or an alternate condition approved in writing by the City Administrator of the Licensor, or, alternatively, pay the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of an invoice for the same from the City to the Licensee.
- e. Donation. Notwithstanding any provision of this Agreement, in the event of donation of the Improvements by the Licensee to the City and acceptance of the same by the City Council pursuant to Minnesota Statutes, Section 465.03, this Agreement shall terminate upon the effective date of the approval by the City Council of the City Council donation resolution accepting the Improvements. If any Improvements are donated to the City, no compensation shall be paid to the

Licensee by the City for such donated Improvements.

- f. Notice of Termination. Notice of termination as provided herein shall become effective upon the date written notice is mailed to the other Party.
4. **Use of Licensed Premises.** Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated.
5. **Licensee's Responsibilities.** The Licensee shall be responsible for all activities incidental to its use of the Licensed Premises, including:
  - a. The Licensee shall obtain all necessary licenses and/or permits as applicable to the use.
  - b. The Licensee shall pay for all costs to construct and install the Improvements.
  - c. The location and design of any Improvements of any future City approved improvements on the Licensed Premises shall be subject to approval by the City Council in writing, including that that materials, contract/build price and contractor shall require prior written approval of the City Administrator. All costs of any kind or nature whatsoever associated with the same shall be paid by the Licensee.
  - d. Revenues received by the Licensee from the sale and placement of memorial bricks shall be retained by the Licensee to fund Licensee's activities within the Licensed Premises. The Licensee shall be responsible for all tax obligations of whatever kind attributable to the same.
  - e. The Licensee shall hold harmless, indemnify and defend the City against any and all claims damages, losses or judgments against the City arising out of the Improvements.
  - f. Licensee shall be responsible for the costs associated with any damage to the Improvements, future City approved improvements or Licensed Premises, which is caused by Licensee as a result of its use of or operations within the Licensed Premises. Licensee shall pay such costs within 30 days of Licensee's receipt of a billing statement for such charges from the Licensor.
  - g. During the term of this License, Licensee shall, at Licensee's sole cost and expense, be responsible for the routine maintenance and all general upkeep of the Improvements and any future City approved improvements on the Licensed Premises.
6. **City's Right to Enter and Right to Use of Licensed Premises.** Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Licensee

therefore, the City reserves the following rights with respect to the Licensed Premises, in the City's sole judgment and discretion:

- a. The City, its employees and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises and Property.
  - b. The City may schedule, permit and license public or private events on the Licensed Premises in its discretion, but shall work with Licensee to avoid conflicts with Licensee's events.
  - c. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement. The City may order the immediate cessation of any use, improvements, project or work that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public.
7. **Assignment or Transfer of License.** Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.
8. **Future Improvements and Alterations.** The Licensee shall not be permitted to make any future improvements or alterations to the Licensed Premises without the prior written approval of the City Council. The Licensee shall, at Licensee's expense, make any repairs to the Improvements and future improvements to the Licensed Premises, which are needed to maintain the same to the satisfaction of the City Administrator or his or her designee. The Licensee shall at all times maintain the Improvements in a good and safe condition to the satisfaction of the City Administrator or his or her designee. Prior to making future improvements or alterations to the Improvements or Licensed Premises, the Licensee shall present plans to the City Council for their approval; if approved, that fact shall be noted on the plans. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the improvement(s), safety features, lighting, the presence of utilities affected by the work and such other or different information as the Licensor may require. In the public interest, the Licensor may order changes, repairs or alterations to be made to the Improvement(s) or future improvements made within the Licensed Premises.
9. **Licensed Premises Ownership.** During the Term hereof, all incidents of ownership in the Licensed Premises and Property, and all approved, non-removable improvements or alterations thereto, shall remain with the Licensor. The Licensee shall have or gain no property interest in the Licensed Premises or Property by virtue of this Agreement.
10. **Public Premises.** The Licensee expressly recognizes that the Licensed Premises and Property are City owned and that all of Licensee's activities, use and services upon the Licensed Premises are being provided for the benefit of the general public.

## 11. City's Responsibilities.

- a. Licensed Premises and Property Maintenance and Grounds-keeping. The City shall be responsible for the any capital costs involving the Licensed Premises and major maintenance work other than with respect to the Improvements or and City approved future alterations thereof or new improvements. The City shall be responsible for all snow and ice removal, lawn mowing, tree trimming and removal of dead or damaged trees, storm damage clean up, and the routine repair and maintenance of sidewalks on the Licensed Premises. Performance of various work needed to operate and maintain the grounds of the Licensed Premises shall be determined by the City Administrator in his/her reasonable discretion.
- b. Utilities. All utilities serving the Licensed Premises shall be the responsibility of the City.
- c. Trash Removal. The City shall be responsible for removal of all trash from the trash bin(s) on the Licensed Premises.
- d. Security. Security for the Licensed Premises shall come from public law enforcement agencies on an as needed basis and through routine patrols. The City may require private security for events held on the Licensed Premises in its sole judgment and discretion.
- e. Insurance. The City shall insure the Licensed Premises and Property.

## 12. Insurance and Liability.

- a. Waiver and Assumption of Risk. Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee understands and acknowledges that the Licensed Premises may require regular maintenance, repairs or other work. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person using the Licensee's Improvements during Licensee's use or events at the Licensed Premises and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related thereto, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any agent thereof. Licensee is responsible for the cost of restoration and removal of Licensee's improvements made necessary related to Licensor's maintenance, repair or other work conducted within the Licensed Premises or Property by the Licensor or Licensor's agent.

- b. Covenant to Indemnify and Hold Harmless. Licensee shall indemnify, protect, save, and hold harmless the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises, or performance of this Agreement. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this License.
13. **Condition of Licensed Premises.** Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an "as is" condition. The Licensor does not warrant that the Licensed Premises are suitable for the purposes for which they are permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's Improvements or any City approved alterations or future improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a nonexclusive, terminable license to use the Licensed Premises and does not confer any permanent property rights with respect to the Licensed Premises or Property.
14. **Taxes.** Except as specifically provided herein, the Licensee shall pay and discharge as they become due all governmental charges on or against the Licensed Premises, or any portion thereof, or on or against the City, by reason of Licensee's use of the Licensed Premises. The Parties contemplate and intend that the Licensed Premises shall be and remain during the Term of this Agreement exempt from general real estate taxes. If such taxes become payable upon the Licensed Premises, or any portion thereof, during the Term hereof, the Licensee shall pay or reimburse the City for the amount thereof, less that part of such taxes payable to or levied by the City.
15. **Default.** If the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 15 days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.

**16. General Terms.**

- a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this 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 Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Attorneys' Fees. If any action at law or in equity shall be brought by Licensor on account of any breach of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
- d. Recitals. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- e. Notices. The parties' representatives for notification for all purposes are:

Licensor:

Name: Nick Koverman  
Position: City Administrator  
Address: City of St. Charles  
830 Whitewater Avenue  
St. Charles, MN 55972-1129  
Phone: 507-932-3020  
Email: NKoverman@StCharlesmn.org

Licensee: Hugh Watson American Legion Post 190 and the St. Charles  
Veterans of Foreign Wars

Name: Ken Bloom  
Position: Veterans Memorial Chair  
Address: P.O. Box 653  
St. Charles, MN 55972  
Phone: 507-932-4675  
Email: theblooms@hbcsc.net

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to

have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- f. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.
- g. 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.
- h. Independent Contractor. The Licensee, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find the Licensee to be an employee of the City, and the Licensee shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. The Licensee acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from any payments due the Licensee, and that it is Licensee's sole obligation to comply with the applicable provisions of all Federal and State tax laws. The Licensee shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services identified herein. The Licensee is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.
- i. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of

termination of this Agreement.

- j. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- k. Compliance with Laws. The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise.
- l. Governing Law. This 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 Agreement without regard to its choice of law or conflict of laws principles.
- m. Data Practices. The parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- n. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- o. Severability. The invalidity or unenforceability of any provision of this 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 Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- p. Entire Agreement. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof superseding all prior agreements and understandings. All discussions and negotiations are deemed merged in this Agreement.
- q. Headings and Captions. Headings and captions contained in this 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.

- r. Survivability. All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

**LICENSEE:**

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HUGH WATSON AMERICAN LEGION  
POST 190**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ST. CHARLES VETERANS OF FOREIGN  
WAR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSOR:**

ADDRESS:

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

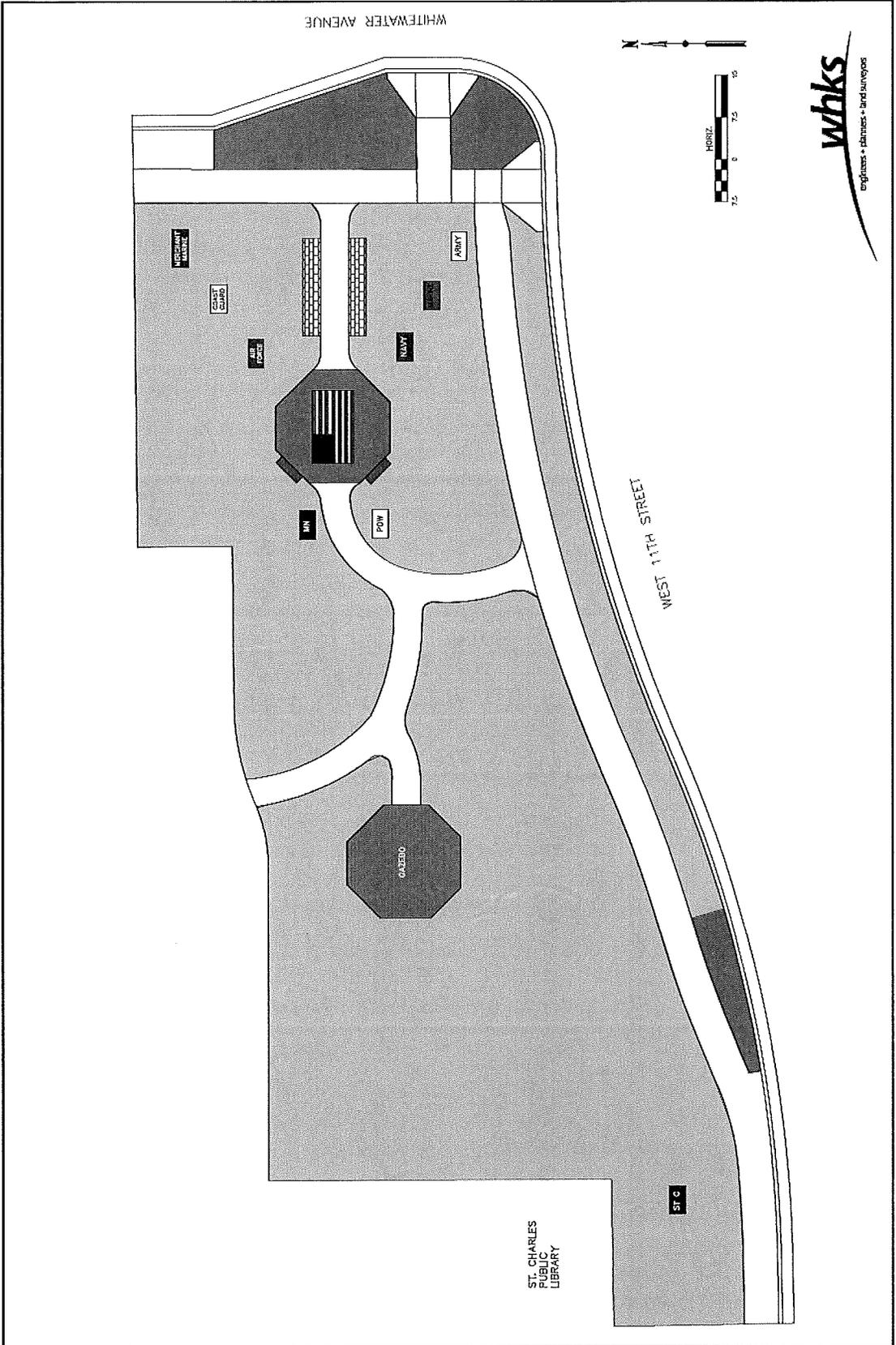
**CITY OF ST. CHARLES, MINNESOTA**

By: \_\_\_\_\_

John Schaber, Its Mayor

By: \_\_\_\_\_

Nick Koverman, Its City Administrator



**CITY OF ST. CHARLES**

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,  
ESTABLISHING A VETERANS MEMORIAL.**

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

SECTION 1. Table I: Streets, Easements and Public Ways, of the City Code of St.

Charles, Minnesota, be amended as follows:

**VETERANS MEMORIAL.**

(A) *Findings and Purpose.* The City Council finds that there should be an area within the City's park and open space system set aside as a memorial for and to honor our Nation's, State's and City's men and women currently serving in or who have served in the Armed Forces of the United States (the "Veterans Memorial").

(B) *Establishment.* Pursuant to Minnesota Statutes, Section 416.01, a Veterans Memorial is hereby established and designated upon that certain portion of City-owned land located at northwest corner of 11<sup>th</sup> Street and Whitewater Avenue within the City and respectively described and depicted on Exhibits A and B, which are attached hereto and incorporated herein by reference. The Veterans Memorial hereby designated is set aside for purposes of the public honoring and remembering the service and sacrifice of our Nation's veterans.

(C) *Licenses.* In carrying out the purposes hereof, the City may license(s) local veterans organizations, or other agents or contractors for purposes, including but not limited to the following: supervising, managing, controlling, obtaining monuments, placing of monuments, operating, and maintaining the Veterans Memorial, and such other services or responsibilities as the City Council shall designate or require in its judgment and discretion in the public interest.

(D) *City Management and Funding.* This ordinance does not require or establish any obligations upon the City to operate, manage, maintain or fund the Veterans Memorial, or and City approved monuments or improvements thereto. The City may rely entirely on the licensing and contracting authority established herein for the Veterans Memorial whereby the Veterans Memorial will be funded along with such other obligations or responsibilities as the City may require, by licensed organizations and/or private individuals or contractors, with or without City funding. Any City funding for the Veterans Memorial shall be approved by the City Council in its discretion.

(E) *Rules of Conduct.* In carrying out the purposes hereof, the City recognizes that activities inconsistent with purposes of the Veterans Memorial occurring at the Veterans Memorial inherently contravene, interfere with and are injurious to such purpose of the Veterans Memorial and that there are other areas of the City where such legal activities may otherwise

freely occur. Accordingly, the City has a compelling interest in imposing time, place and manner restrictions on those activities inconsistent with the purpose for which the Veterans Memorial is designated on a content neutral basis and in a manner that does not unreasonably infringe upon the rights of the City's inhabitants and visitors to engage in free speech or the free exercise of religion. Therefore, the rules of this section define the standards of conduct required of all the City's inhabitants and visitors to the Veterans Memorial, which is a shrine to honor present and past members of the Armed Forces of the United States and may contain monuments for the Civil War, World War I, World War II, Korea, Vietnam, Desert Storm and an All Wars Monument. In addition, POWs, MIAs, Gold Star Spouses and Parents, and Purple Heart holders may also be honored.

- (1) All visitors, including those attending or taking part in a military memorial service or ceremony, shall observe proper standards of conduct, decorum and decency. Military memorial service or ceremony means a formal group activity conducted by an established military service group or organization intended to honor the active service or memory of members of the Armed Forces.
- (2) Specifically, no person shall within the designated grounds of Veterans Memorial:
  - (a) deface, climb on, sit on, stand on or otherwise damage any monuments;
  - (b) use the grounds for playing sports or participating in athletics;
  - (c) use the grounds for grilling or other cooking activities;
  - (d) erect a tent, hammock or other structure unless the use of the same is part of a military memorial service or ceremony authorized by this ordinance;
  - (e) deposit or throw litter or other debris;
  - (f) drive any motor vehicle other than in a parking lot or street;
  - (g) engage in any disorderly conduct as defined in State Statute or City Code;
  - (h) display or distribute commercial advertising for the purpose of soliciting business or otherwise solicit business; or
  - (i) be within the boundaries of the Veterans Memorial between the hours of 10:00 p.m. and 4:00 a.m. of the following day, unless the use of the same is part of a military memorial service or ceremony authorized by this ordinance.
- (3) *Exceptions.* This Section E shall not apply to the following:
  - (a) *Public safety.* The operations of authorized public safety or other City personnel or emergency or City vehicles, including without limitation police vehicles, fire vehicles, ambulances and City, county or state snowplowing vehicles, the use of

sirens, warning devices, sound amplification devices or other equipment by public safety personnel or other City personnel in emergency situations or otherwise.

(b) *Emergency or other City work.* Activities or work by City personnel in the performance of emergency work to preserve the public health, safety, or welfare, or in the performance of emergency work necessary to restore a public service or eliminate a public hazard or such other work as the City Administrator or City Council deems necessary or appropriate in the public interest.

(c) *Government sponsored or permitted or licensed activities.* Those certain City, and/or government permitted or licensed activities shall be exempt from the provisions of this Section.

(4) *Penalty.* Any person convicted of violating any provision of this ordinance is guilty of a misdemeanor.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019 by the City Council of the City of St. Charles, Minnesota.

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

Attest:

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

*First Reading:*

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

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

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain \_\_\_\_\_

*Second Reading:*

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

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

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain \_\_\_\_\_

*Published:*

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

**City of St. Charles Police Department**

**Chief – Ken Frank #601**

830 Whitewater Avenue

St. Charles, MN 55972

(507) 932-3020 · (507) 932-8701 FAX



**Memorandum of Understanding**

The purpose of this understanding is to clarify the expectations and level of support that the **St. Charles Police Department** will provide on behalf of the **Winona County TZD Safe Roads Coalition** during the period beginning October 1, 2019 and ending September 30, 2020.

The goal of this collaboration is to work together toward the goal of zero traffic deaths and serious injuries on our roads and highways.

Agreement:

**St. Charles Police Department** hereby agrees to:

*(Agency or Entity)*

1. Regularly attend TZD Safe Roads Coalition meetings.
2. Regularly attend Fatal Review Committee meetings.
3. Actively participate in TZD Safe Roads Coalition activities.
4. Report outcomes of activities to the TZD Safe Roads Coalition Coordinator.
5. Assist in obtaining crash information for Fatal and Serious Injury Committee meetings.

**Winona County TZD Safe Roads Coalition** hereby agrees to:

*(Grantee Agency or Entity)*

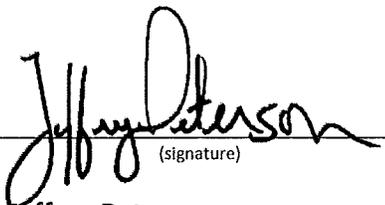
1. Provide adequate notice of scheduled TZD Safe Roads Coalition meetings.
2. Provide TZD Safe Roads Coalition meeting minutes.
3. Provide adequate notice of scheduled Fatal Review Committee meetings.
4. Provide Fatal Review Committee meeting minutes.
5. Actively participate in TZD Safe Roads Coalition activities.

To accomplish these objectives, TZD Safe Roads Coalition meetings will be held at least six times a year. Fatal and Serious Injury Review Committee meetings will be held at least four times a year. This memorandum may be terminated by either party giving the other party one month notice in writing.

Nothing in this MOU shall be deemed to be a commitment or obligation of funds from either party. This MOU is at-will and may be modified with the mutual consent of the authorized individuals of both parties.

Signed,

\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(signature)

Name: Kenneth Frank  
Organization: **St. Charles Police Department Coalition**  
Title: **Chief of Police**  
Date: \_\_\_\_\_

Name: Jeffrey Peterson  
Organization: **Winona County TZD Safe Roads Coalition**  
Title: **TZD Coordinator**  
Date: \_\_\_\_\_



**CITY OF ST. CHARLES  
RESOLUTION #22-2019**

**A RESOLUTION ADOPTING THE ST. CHARLES  
LIGHT AND WATER UTILITY DISTRIBUTED  
ENERGY RESOURCE INTERCONNECTION  
PROCESS**

**WHEREAS**, by order on September 28, 2004, the Minnesota Public Utilities Commission adopted Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities; and

**WHEREAS**, Minnesota Statutes Section 216B.1611, subdivision 3 required municipal utilities to adopt a generation tariff that addressed the issues included in the commission's order; and

**WHEREAS**, under Minnesota Statutes Section 216B.25, any order of the commission rescinding, altering, amending, or reopening a prior order shall have the same effect as an original order; and

**WHEREAS**, by order on August 13, 2018, the Minnesota Public Utilities Commission adopted an updated interconnection process for distributed energy resources replacing the standards adopted in 2004; and

**WHEREAS**, the St. Charles Light and Water Utility Distributed Energy Resource Interconnection Process addresses the issues included in the commission's 2018 order; and

**WHEREAS**, this Distributed Energy Resource Interconnection Process functions in concert with the St. Charles Light and Water Utility Policy Regarding Distributed Energy Resources and Net Metering as well as its Rules Governing the Interconnection of Cogeneration and Small Power Production;

**THEREFORE, BE IT RESOLVED** that the St. Charles City Council adopts the St. Charles Light and Water Utility's Distributed Energy Resources Interconnection Process.

Adopted by the Council of the City of St. Charles, Minnesota this 11<sup>th</sup> day of June 2019.

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

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



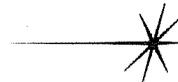
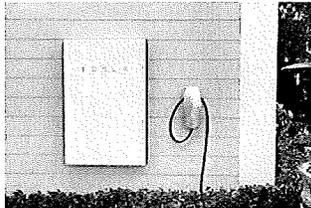
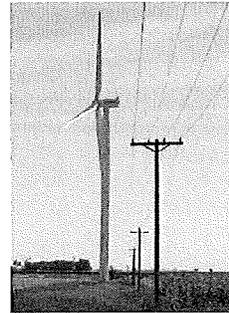
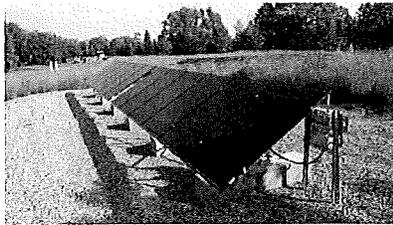
# Municipal Minnesota Distributed Energy Resource Interconnection Process (M-MIP)

Kristi Robinson, STAR Energy Service LLC



## Distributed Energy Resource

**Distributed Energy Resource (DER):** Formally known as Distributed Generation (DG). DER includes storage along with renewable and fossil fuel generators



## Background

**2001:** Minnesota Legislature Passes 216B.1611

- Public Utilities Commission (PUC) to establish proceeding to create a generic order addressing the interconnection process, technical requirements and rate tariffs, related to distributed generation
- PUC created work groups to address the different aspects of 216B.1611

**2004:** PUC order came out adopting the State of Minnesota Interconnection Process Attachment #1 - #6



## Re-Opening the Interconnection Process

**Spring 2017:** Dakota Electric Association and Joint Movants petitioned to update existing MN Interconnection Process

- PUC agrees to reopen the docket to address interconnection procedures, technical requirements and interconnection agreements.

**Summer 2017 – Fall 2018:** Multiple stakeholder group meetings on Phase I

**May 2018:** PUC hearing on MN DIP and MN DIA

- PUC order has the new MN DIP and MN DIA in effect as of June 17<sup>th</sup>, 2019.



## MN DIP and MN DIA

**MN DIP:** Minnesota Distributed Energy Resources Interconnection Process – the process to follow to interconnect a DER system. Includes applications and study agreements.

**MN DIA:** Minnesota Distributed Energy Resource Interconnection Agreement – replaces Attachment #5 as the contractual agreement to use when interconnecting a DER system that does not use the net metering contract. Is not a Power Purchase Agreement.



## MN Statute 216B.1611

Subd. 2. **Distributed generation; generic proceeding.** (a) The commission shall initiate a proceeding within 30 days of July 1, 2001, to establish, by order, generic standards for utility tariffs for the interconnection and parallel operation of distributed generation fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than ten megawatts of interconnected capacity. At a minimum, these tariff standards must:

- (1) to the extent possible, be consistent with industry and other federal and state operational and safety standards;
  - (2) provide for the low-cost, safe, and standardized interconnection of facilities;
  - (3) take into account differing system requirements and hardware, as well as the overall demand load requirements of individual utilities;
  - (4) allow for reasonable terms and conditions, consistent with the cost and operating characteristics of the various technologies, so that a utility can reasonably be assured of the reliable, safe, and efficient operation of the interconnected equipment; and
  - (5) establish (i) a standard interconnection agreement that sets forth the contractual conditions under which a company and a customer agree that one or more facilities may be interconnected with the company's utility system, and (ii) a standard application for interconnection and parallel operation with the utility system.
- (b) The commission may develop financial incentives based on a public utility's performance in encouraging residential and small business customers to participate in on-site generation.

Subd. 3. **Distributed generation tariff.** Within 90 days of the issuance of an order under subdivision 2:

- (1) each public utility providing electric service at retail shall file a distributed generation tariff consistent with that order, for commission approval or approval with modification; and
- (2) each municipal utility and cooperative electric association shall adopt a distributed generation tariff that addresses the issues included in the commission's order.

## MN Statute 216B.1611

**Subd 3 (2).** Each municipality utility and cooperative electric association shall adopt a distributed generation tariff that addresses the issues included in the commission's order.



## Joining Forces

- MREA and MMUA determined they would create their own version of the MN DIP and MN DIA
- Group of 28 utility personnel providing input to the Cooperative/Municipal DER Minnesota Interconnection Process
  - Jerry Mausbach (Blooming Prairie)
  - Tom Sagstetter (Elk River)
  - Dave Meyer (Glencoe)
  - Crystal Johnson (Granite Falls)
  - Jeff Peters & Brian Zavesky (MRES)
  - Bill Black, Jack Kegel & Bob Jagusch (MMUA)
  - Derek Nelson (New Ulm)
  - David Olson (Owatonna)
  - Christian Fenstermacher (Shakopee)





## **Memorandum**

**To: St. Charles City Council and Mayor**  
**From: Nick Koverman**  
**Date: June 6, 2019**  
**Subject: 2019 Clean Up Day Review**

City Clean Up Day was held Saturday, May 18<sup>th</sup> from 8 a.m. – noon. Advanced Disposal crews arrived at approximately 7:30 a.m. and residents who were already in line by 7 a.m. began moving through the process. City staff assisted with checking driver's licenses, directing residents, unloading and stacking tires, etc.

In total, 758 tires were recycling at a cost of \$2,639.00. This number is comparable to prior years with 813 in 2018 and 705 in 2017.

In working with Timm's Auto Salvage two large dumpsters were collected of heavy metals that ultimately reduced the total tonnage collected by Advanced Disposal. According to Advanced Disposal, 5,181 tons were taken at a cost of \$6,359.93. In 2018, 4,188 tons were collected, 2017 (27 tons) and 2016 (76 tons).

The total cost of 2019 City Cleanup came in under the budgeted expense.