



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, June 8, 2021 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

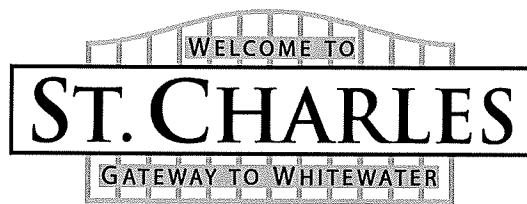
ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. June 8, 2021 Agenda	APPROVE
4. Meeting Minutes	APPROVE
-May 11, 2021	
-May 25, 2021	
5. June Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
7a. Administrator's Report, Nick Koverman	
7b. Public Works Superintendent Report, Kyle Karger	
7c. Chief of Police Report, Jose Pelaez	
7d. Library Board Report, David Kramer	
7e. EDA, Wayne Getz	
7f. School Board, John Steffel	
8. Officer Kyler Nesbit Oath of Office	HOLD
9. Library Security Upgrade	APPROVE
10. Resolution #28-2021 Sale of Land	APPROVE
11. Pay Request No. 1 Chippewa Concrete	APPROVE

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

ADJOURNMENT

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

***Attachment. Questions? Contact Nick Koverman at St. Charles City Hall at 932-3020 or by email at nkoverman@stcharlesmn.org.**



MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, June 8, 2021

8. Officer Kyler Nesbit Oath of Office. New St. Charles Officer Kyler Nesbit will take the Oath of Office.

9. Library Security Update. A proposal for a security upgrade at the library will be reviewed by the St. Charles Library Board Monday evening. Pending recommendation, approval will be requested.

10. Resolution #28-2021 Sale of Land (Parcel A & B). One bid was received for the purchase of Parcel A & B located on Sherwood Rd. Included is the resolution and purchase agreement that has been reviewed by Flaherty & Hood.

11. Pay Request No. 1 Chippewa Concrete. Included in the packet is the first pay request from Chippewa Concrete as reviewed by WHKS and recommended for approval.

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, May 11, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

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

STAFF PRESENT: Jose Pelaez (Chief of Police), Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE(Others via teleconference unless noted): Andrew Buck (GGG), and Dee Prudoehl.

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA: Addition 20). Library Board Appointment—Sue Vermilya

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Meeting Minutes

April 13, 2021

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

April 14, 2021 (Board of Equalization)

Motion to approve: **John Steffel**

No further discussion

Motion declared carried.

April 27, 2021

Motion to approve: **David Kramer**

No further discussion

Motion declared carried.

5. May Payables. No questions were asked.

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

6. Notices and communications: Admin. Koverman relayed that information was included on the Council table regarding the new federal stimulus money (America Reinvestment Act) released from the U.S. Dept.

of Treasury. A webinar is scheduled by the League of Minnesota Cities that will provide more information as it was just released on Monday, May 10th. Mayor Schaber discussed the visit by the League of Minnesota Cities where Joel Young from Chatfield was also in attendance. We shared concerns moving forward and the League representatives shared what plans/programs they were looking at with respect to the next 12 months.

7. Reports of Boards and Committee:

Various reports were given.

8. Resolution #22-2021 Preliminary Plat – South Fork Addition Third. Admin. Koverman briefly highlighted the proposed 12-lot subdivision that was reviewed by the Planning & Zoning Commission. Given the lack of reasonable objection for the proposed subdivision, a motion was made to approve the plan.

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

9. Part-time Library Assistant Recommendation. Admin. Koverman briefly highlighted the recommendation from the head library director, Jill Veerkamp, regarding the proposed hiring of Rosie Jones for 10 hours a week at \$17.45/hr. on the first step of the 2021 BPS scale. Jones would start the week of May 17th if approved. Hearing no further questions, a motion was made to approve the hiring of Jones.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

10. Police Department Internship Discussion. Police Chief Jose Pelaez presented a request to begin the process of offering an internship with the St. Charles Police Department. Chief Pelaez offered the benefits of offering a program like the one proposed through the City. He discussed how the program would look and work as well as how it would be a benefit to the department. He relayed that various considerations were being taken into account as far as liability and trainings and that the city attorney was ready to review a proposed agreement if given the approval. The City of Winona also offers a similar option for students and because Flaherty & Hood works with the City of Winona, he believes it will be a fast turnaround. He is only looking to offer an unpaid internship and would only require access to a computer, which in talking with Admin. Koverman either a current work station or laptop could be utilized. Clm. Braun relayed his concern of making sure that the intern would be kept safe and Chief Pelaez outlined how current ride-along passengers are instructed. Hearing no other comments, Mayor Schaber called for a motion to allow city staff to move forward with an internship program after working with the City Attorney.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

11. Outdoor Dining Permit Consideration. Admin. Koverman highlighted a recent call and discussion with Senator Carla Nelson's office regarding the possible consideration of an Outdoor Dining Permit. This permit application would be submitted by the City and would grant the business owner the ability to sell on state owned land or right of way. If the Governor's Executive Orders are cancelled, so too are the TOD permits. He expressed that after talking with City Attorney Chris Hood, a license agreement could be structured in such a way that would require the business owner to name the City as an additional insured as the City is required to provide its liability insurance to the State and hold the State of Minnesota harmless for any possible incident. It was discussed that as part of the conversation with the State, that the City would request a letter of request from the property owner. At this time, no such request to pursue the TOD permit has been received. Admin. Koverman relayed that if Council elected, they could direct staff to seek the application when a request is received. The application and license agreement could then be brought back to the Council for final approval. After hearing the options, a motion to table the discussion was moved until such time that an application to consider is received.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

12. Ordinance #632 Pet Sanitation (1st Reading). Admin. Koverman relayed that as part of the Monday, May 10th Park Board meeting, a public hearing was held to take comment for the proposed pet sanitation ordinance. In reviewing City Code, language did not exist that would allow the police department to cite anyone for not picking up their pet's excrement on either private or public property. It was again discussed that early in the spring, city hall received various complaints about the amount of activity and the lack of owners picking up after their pet. It is the intent that more of an educational process around the impacts on public and private property can be discussed, but in the severe instances, law enforcement would not have an actionable item to relay. No other questions were asked by Council. Mrs. Prudoehl asked if she could comment and Mayor Schaber relayed that she could comment at the end of the meeting during the unscheduled public appearance. A motion to approve the first reading was moved.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

13. Pay Request 21 Water Tower. Admin. Koverman highlighted the second pay request in the amount of \$308,859.30 and no questions were asked. A motion to approve the pay request was moved.

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

14. Resolution #24-2021 4-day Temporary Liquor License (4-day). See below

15. Resolution #25-2021 1-day Temporary Liquor License. Mayor Schaber briefly highlighted the liquor license sought for the Winona County Fair. Clm. Kramer relayed that because the two items were part of the same request he would motion to approve both resolutions together.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

16. Resolution #26-2021 Accepting a Donation for St. Charles Ambulance. Mayor Schaber relayed that a donation of \$800.00 was received for the St. Charles Ambulance. He called for a motion to approve.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

17. LMCIT Insurance Deductible Change. Admin. Koverman presented the request that would change the city's insurance deductible from \$500 to \$1000.00. This change could save approximately \$7000.00 in premium or about 6 percent. On average the city only claims about 2-5 times a year. Council felt the move seemed reasonable and that it could always go back to the \$500 deductible if it so chose. A motion was made to approve the deductible change recommendation.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

18. Summer Park & Rec Staff List. Mayor Schaber presented the 2021 Summer Park & Rec Staff List for consideration. Hearing no discussion, a motion to approve the list was moved.

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

19. 2021 Gladiolus Days Button Contest Winner. Mayor Schaber announced that the recommendation from the Park Board was for 6th grader Ivan Daood of Mrs. Backes' class. A motion was made to approve the recommendation.

Motion to approve: **Dave Braun**

No further discussion.
Motion carried.

20. Library Board Appointment-Sue Vermilya. An unexpired term of December 31, 2022 was recommended for approval. A motion was made to appoint Sue Vermilya to the unexpired term.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

Unscheduled Public Appearances. Dee Prudoehl of 606 15th Street East was present and asked if the proposed dog ordinance covered private property. A copy of the ordinance was provided that highlighted that concern. No further questions were asked.

Motion to adjourn at 6:44 p.m.: **Wayne Getz**

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, May 25, 2021 held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel (absent)

Wayne Getz

David Kramer

STAFF PRESENT: Rick Schaber (Park and Rec Director), Kyle Karger (Public Works Director), and Nick Koverman (City Administrator).

OTHERS PRESENT: Dan White and Mike Bubany (David Drown & Associates).

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA: Addition 11). Revised Pool Opening

Motion to approve the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Notices and Communications. None.

5. Review of Financials: No questions were asked.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

6. Mi-Energy EV Charging Station. Kent Whitcomb, vice-president of Members Services, was present to discuss with the Council the proposal that Mi-Energy is working with its members to provide a charging station in all of their communities. The proposed charging station is a dual charger that would charge 7.7 kw and provides 20-30 miles within an hour as a rated level 2 charging unit. Whitcomb relayed that the utility is responsible for the installation which would include the electrician and service unit. Mi-Energy would help with setting up the billing software as they partner with ZEF-Energy. The discussion of a proposed location was held and staff recommended behind City Hall as it would related to the green space and tie in with the many meetings held at City Hall. Other options of 11th Street or City Park, but various issues were determined with each proposal. Council concurred that the green space behind City Hall would be the most appropriate at this time. A motion was to approve the acceptance of the EV charging station and to pay for the installation of the unit was moved. Clm. Braun asked if it would make sense to look at upgrading the unit at the utility's cost for the 15.4 kw system? Whitcomb relayed that most cars today are restricted in the rate of kw they can charge, but that newer cars are increasing their ratings and thus an updated charger would maybe serve the community longer. The utility would be responsible for the difference in cost of \$1,090. Director Karger relayed that he could use the tools and equipment budget to cover the difference of the unit and installation. As the council discussed the charges associated with the billing of the unit, Clm. Kramer relayed that he would prefer to see the charge as a cost neutral format. No other comments were heard and council concurred with this recommendation. Mayor Schaber restated the motion to include the cost difference of the upgraded 15.4 kw unit.

Motion to approve: **David Kramer**

No further discussion.
Motion declared carried.

7. System Impact Study—Kristi Robinson of StarEnergy. Kristi Robinson presented the results of the system impact study and detailed out how the study was conducted with respect to modeling of various sized systems (10 kw to 39.9kw) within the city and what effects those proposed facilities both scattered throughout the neighborhoods as well as being clustered, would have on the utility's distribution system. She reviewed the reasoning why the study was requested to be completed as it would help to identify what impact, if any, additional solar arrays would have on the city's distribution system with respect to the current distribution system. She reviewed the current mix of the city's current input of delivered power and the financial impacts of the current solar. She relayed that after avoided costs that the utility would not have to pay Dairyland Power, the utility pays approximately \$44,000 in energy costs to private solar installations. She reviewed the daytime loads and peaks with the council as well. In her analysis, Robinson relayed that as a result of the study, it was determined that 300 kw of additional solar could be added to the city's distribution system without the need for an additional supplemental study that would be borne by the applicant. However, there would be certain conditions of the 300 kw. She relayed that 10kw systems scattered throughout the city would be fine. A system larger than 10 kw and smaller than 40 kw would be required to be sized to serve its own load or provide battery storage so that no additional load would be shed on to the distribution system. In talking with staff, Robinson also recommended an update to the utility's Cogen rates that Robinson has already started. In addition, she recommended the utility invest in a website platform offered through StarEnergy that allows all solar applicants to view their applications and the process. She highlighted the cost of the service that was provided in the packet. Council also concurred that this would be a worthwhile service to offer solar applicants. Mayor Schaber then asked Council for a motion to approve the study and recommendations as presented along with the contract for the NOVA portal. A motion was made to that effect.

Motion to approve: **Dave Braun**

No further discussion.
Motion declared carried.

11. Revised Pool Opening. In order to allow Park & Rec Director Rick Schaber to attend another meeting at 7 p.m., Mayor Schaber called on him to provide his update. Schaber relayed to the Council that initially the pool was set to open Saturday, May 29th, but unfortunately due to lack of staffing, the pool cannot open until Tuesday, June 1. It is still the earliest the pool has ever opened. He relayed that with sports seasons being extended as well as some college's extending their school year, the first weekend was not possible. On a positive note, this season he anticipates having more certified lifeguards than in years past. No questions were asked.

8. Resolution #27-2021 Issuance and Sale of Bond. Mike Bubany of David Drown Associates was present to provide the information related to the bond sale for 2021 Street/Sidewalk/Trail Improvement Plan. Mr. Bubany relayed that the City received an A+ rating, which was down one degree from its previous AA-, but remained with a stable outlook. He expressed that in other ratings that had been recently performed, S&P highlighted overlapping debt by schools and counties as a factor in the rating. He also relayed that one change he could point to with respect to possibly how Standard & Poors reviewed the information was the trend in the declining revenues in the general fund. He relayed that the city exceeded all of the stated standards, but ultimately, he feels there is too much subjectivity in how the ratings are made. However, in the end, the rating, he felt had little or no impact on the rate the city received. He shared that the interest rate received was 1.532 percent which was lower than he had indicated. He also reviewed a recent rate received by a city receiving an A+ rating and there was less than 5 basis points difference in the rate received. Mr. Bubany summarized for the Council that in the end it was a good result and that the city should feel good about where it is. Mayor Schaber called for questions. Hearing none, he called for a motion to approve the resolution for the sale of the \$7,005,000.00 bonds as presented.

Motion to approve: **Wayne Getz**

Seconded by: **David Kramer**

No further discussion.
Motion declared carried.

9. Ordinance #632 Pet Excrement (2nd Reading). Mayor Schaber called for any questions or comments related to the second reading of the ordinance. Hearing none, he called for a motion to approve the resolution as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

10. Property Damage Release. Administrator Koverman highlighted the property damage release request for a repair that had been completed in March. The repair was the result of an automobile striking the hydrant. City attorney Chris Hood reviewed the request and relayed that it is common practice and if the city feels that the issue is resolved it should approve and sign the release in order to receive payment.

Hearing no questions, a motion was made to approve the damage release.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

Unscheduled Public Appearances. None.

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

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Nick Koverman, City Administrator

2021 City Wide Clean Up – Drop Off Items

Below are suggested items that will be accepted at the corresponding locations:

Compost Site

200 Northwoods Drive:

Tires

Bed frames, Mattresses, Tables, Chairs, Dressers, End tables, Bookcases, Living room furniture, Outdoor furniture, Bar stools, Desks & Desk chairs, File cabinets, Infant furniture, Benches, Ottomans, Rocking chairs, Baker's racks, etc.

Timm's Auto Salvage

936 West 12th Street:

Stoves, Refrigerators, Freezers, Dishwashers, Washers, Dryers, Toaster ovens, Water heaters, Grills (w/o propane tank), Air conditioners, Furnaces, Dehumidifiers, Humidifiers, Microwave (w/o glass tray), Large exercise equipment, Lawn mowers, and Bicycles

This clean up day is for St. Charles **RESIDENTS ONLY**. If you are caught bringing in material from outside of the city limits or allowing someone else to bring something in and disposing of it for them, you may be fined. Neighbors watch for people bringing in items and police will be advised to do more patrols. This Clean Up day is a benefit to residents and when abused, the City Council needs to re-evaluate if it should continue. Please remember that the \$.75 City residents pay monthly helps to fund this event and also to keep our compost site available to residents. We thank you for your cooperation.

Where can I take Hazardous Waste?

Household Hazardous Waste Facility

Location: 225 West 2nd Street
Winona

Phone #: (507) 457-6405

Olmsted Cty Recycling Center Plus

Location: 305 Silver Creek Rd NE,
Rochester

Phone #: (507) 328-7070

The following items can be taken to the above locations:

- Paint, stain/varnish, cleaners, gasoline, fuels, solvents, antifreeze, motor oil/filters, aerosol cans, pesticides, fluorescent bulbs, rechargeable batteries, propane cylinders, residential sharps, acids/bases
- Button batteries: (hearing aid, watches & other electronics)
- Rechargeable batteries
- ❖ **No auto batteries, ammunition, TV's or electronics!**

Medications:

- Old or unused medications may be dropped off at the St. Charles Police Department located at 830 Whitewater Avenue during business hours. Make sure all labels are blackened out & bottles put into a sealed bag.

Please ring the Police Department doorbell for service

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City Administrator's Report—May 2021

May 3-7—Shelly Schossow attended the Clerks Training remotely.

May 6—Held P&Z meeting to discuss South Fork Third addition preliminary plat.

May 7—Met with Mitch Walch, developer of South Fork Third, Mike Bubany of David Drown & Associates and Cris Gastner of CEDA to review TIF plan and answer questions. Cris Gastner and I held a conference call with County Commissioner Chris Meyer to discuss housing initiatives throughout the County.

May 10---Mike Bubany of David Drown Associates took part in a conference call with Standard & Poors along with myself and Melissa Krusmark.

May 12—Attended the Friends of Whitewater State Park meeting in the afternoon as a partner to the park.

May 14—Attended a preconstruction street/trail meeting along with PW Director Kyle Karger. The latest update is that the street construction portion of the project, which will start with curbs/sidewalks/handicap ramps will begin the week of June 14th.

May 17—Attended a meeting with Cris Gastner, Kyle Karger, and Ralph and Mena Kaehler to discuss possible water easement.

May 18—Attended LMC webinar on the America Recovery Program along with Melissa Krusmark to gain more insight into how the program works and disbursements. Information was very general and LMC staff will be hosting future webinars to aid in the understanding of the program's guidelines.

May 19—Attended SCACF board meeting and discussed projects with SCACF board member prior to meeting.

May 21—Held meeting with Kristi Robinson along with Director Karger to discuss Impact Study.

May 24—Attended meeting with Mayor Schaber, Ambulance Director Hardtke, Fire Chief Carlson, Police Chief Carlson, and Holly Jacob from the EMSRB to discuss ambulance volunteer needs and recruitment/training options.

May 25-- Held conference call with Cris Gastner and Winona County Administrator Ken Fritz to discuss potential housing options/incentives.

May 26—Hosted UMMEG meeting in St. Charles with 16 member consortium. Attended Leadership Growth group.

May 27—MMUA Safety Training.

May 2021 Public Works Report

- Electric—Completed locates with respect to street/sidewalk projects; continued working on underground work in designated areas; complete disconnects for utilities; safety meeting MMUA; worked on elbows with electrical distribution system; took new electric truck to dealer for prepping; cleanup up pole yard; property pin locates; completed temporary hookups for various customers and projects; street light replacements completed; worked closely with Nexus school contractors to prepare for disconnect of electrical at high school; worked at powerplant; rebuilt riser pole to wire and ground; pulled wire for new pole on Wabasha and 5th Street; removed meter socket from house, electric locates.
- Street--Worked on completing the alley restorations so that paving crews can come in within the next couple of weeks to pave; repaired a sewer line; swept streets with ongoing street project; hauled dirt from various projects; cleaned and maintained machinery; hauled compost out. Removed trees in preparation for sidewalk projects. Worked on removing and installing new pavers at war memorial for Memorial Day program.
- Water--Looked for curb stops for various sidewalk locations around town. Cut and lowered several curb stops related to the ongoing project. Provided water samples to MN Dept of Health; worked with Hawkins & Sons in preparation for pool opening. Worked on the chlorine room, worked to identify any issues and made appropriate contacts for repairs; checked wells, booster pumps, lift stations; completed rereads for customer utilities; replaced necessary meters.

Sincerely,

Kyle A. Karger, St. Charles Director of Public Works

City of St. Charles Police Department

Chief – Jose Pelaez #601

830 Whitewater Avenue

St. Charles, MN 55972

(507) 932-8020 · (507) 932-8701 FAX



June 8, 2021

- Officer Kyler Nesbit started his Field Training with our department on May 4th. He is currently in Phase 3 of 5 Field Training phases. He has demonstrated excellent work ethics and outstanding work proficiency thus far, and we anticipate that he will complete his Field Training sometime in early July, ahead of schedule.
- Officers completed the last of a 4-Part training series on Mental Health and Crisis Intervention.
- On May 7th Officers assisted with traffic control for the High School's Color Parade. No incidents were reported.
- On May 14th, Dakota Ferden, a Criminal Justice student at Winona State University began his internship with the St. Charles Police Department. Dakota is expected to complete 480 internship hours and is expected to be done with his internship by the end of this Summer.
- On May 23rd, Officers with assistance from the Winona County Sheriff's Office provided traffic control for the Senior Parade.
- On May 4th, Officers Floerke and McCready completed Interview and Interrogations Training hosted online by the Minnesota BCA.
- On May 20th, Chief Pelaez and Officer Floerke completed Search Warrants training hosted online by the Minnesota BCA.
- On May 21st, Officer McCready completed the Minnesota Chiefs of Police Association's 4-Day Online Leadership Academy.
- On May 26th, The St. Charles Police Department completed TASER training required by the Minnesota POST Board.

Respectfully submitted,

Chief, Jose Pelaez

"Proud to Serve"



City of St. Charles
Economic Development Authority
Regular Meeting
Minutes
June 4th, 2021

1. Meeting was called to order at 7:02 am at City Hall by Chair Spitzer. Present were: Spitzer, Mayor John Schaber, Tim Hoff, Wayne Getz, Jon Marley, Ryan Grobe, EDA Coordinator Cris Gastner, and City Administrator Nick Koverman Attending virtually: Eric Omdahl
2. **Minutes:** The minutes were discussed and approved
3. **Financials:** The financials were discussed and approved
4. **Business Items:**
 - a. Housing TIF project discussion and recommendation
Gastner and Koverman presented information to the Board about the housing Tax Increment Financing set public hearing at the Council meeting June 22, 2021. After reviewing the details that will be presented before Council on the 22nd, A motion was made by Hoff and seconded by Grobe to give a recommendation in favor of the project to City Council. All Ayes, Motion Carried
 - b. Update Potential Project for I-90 Business Park
Gastner and Koverman updated the Board about the ongoing discussions with a business regarding a potential project for the I-90 business park. A purchase agreement continues to be negotiated between Attorneys for the project and the City's attorney. Hope to have finalized for approval in the next couple weeks.
 - c. Updates
Gastner and Koverman updated the Board on the progress ongoing projects.

Meeting was adjourned.

**CITY OF ST. CHARLES, MINNESOTA
CITY COUNCIL RESOLUTION #28-2021**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ST.
CHARLES, MINNESOTA, APPROVING THE SALE OF REAL PROPERTY IN
ST. CHARLES, MINNESOTA**

WHEREAS, The City of St. Charles ("City") desires to sell certain real property located in St. Charles, Minnesota, legally described as:

Parcel "A"

A part of Lot 27, Plat of Limits of St. Charles, Minnesota, being in the East Half of this Southwest Quarter of Section 19, Township 106 North, Range 10 West of the Fifth Principal Meridian, Winona County, described as Follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 19, also being the Southeast corner of said Lot 27; thence North 00°12'59" East (Note: All bearings are based on the Winona County Coordinate System NAD '83, Adjusted 1996) along the East line of said Southwest Quarter, also being the East line of said Lot 27 for a distance of 1321.31 feet to the Northeast corner of the Southeast Quarter of said Southwest Quarter, also being the Southeast corner of Lot 29 of said Plat of Limits of St. Charles; thence South 89°07'26" West along the North line of said Southeast Quarter of the Southwest Quarter, also being the South line of said Lot 29 for a distance of 200.00 feet; thence continuing South 89°07'26" West along said South line of Lot 29 for a distance of 130.00 feet to the Southwest corner of said Lot 29; thence North 00°11'24" East along the West line of said Lot 29 for a distance of 468.68 feet; thence North 89°49'59" West 66.00 feet to the Point of Beginning; thence North 89°49'59" West, 129.79 feet to the corner of Lot 2. Block 1, DOTY'S FIRST SUBDIVISION; thence South 00°09'21" West along the most Easterly line of said Lot 2 for a distance of 265.00 feet; thence South 89°49'59" East for a distance of 129.63 feet; thence North 00°11'24" East for a distance of 265.00 feet to the Point of Beginning. Containing 0.79 acres, more or less and subject to any easements and restrictions of record.

Parcel "B"

A part of Lot 27, Plat of Limits of St. Charles, Minnesota, being in the East Half of this Southwest Quarter of Section 19, Township 106 North, Range 10 West of the Fifth Principal Meridian, Winona County, described as Follows:

Commencing at the Southeast corner of the Southwest Quarter, also being the Southeast corner of said Lot 27; thence North 00°12'59" East (Note: All bearings are based on the Winona County Coordinate System NAD '83, Adjusted 1996) along the East line of said Southwest Quarter, also being the East line of said Lot 27 for a

distance of 1321.31 feet to the Northeast corner of the Southeast Quarter of said Southwest Quarter, also being the Southeast corner of Lot 29 of said Plat of Limits of St. Charles; thence South 89°07'26" West along the North line of said Southeast Quarter of the Southwest Quarter, also being the South line of said Lot 29 for a distance of 200.00 feet; thence continuing South 89°26" West along said South line of Lot 29 for a distance of 130.00 feet to the Southwest corner of said Lot 29; thence North 00°11'24" East along the West line of said Lot 29 for a distance of 468.68 feet; thence North 89°49'59" West 66.00 feet; thence North 89°49'59" West for a distance of 129.79 feet to the corner of Lot 2, Block 1, DOTY'S FIRST SUBDIVISION; thence South 00°09'21" West along the most Easterly line of said Lot 2 for a distance of 265.00 feet to the Point of Beginning; thence South 00°09'21" West for a distance of 315.00 feet; thence South 89°49'59" East for a distance of 113.93 feet; thence North 06°49'40" East for a distance of 134.25 feet; thence North 00°11'24" East a distance of 181.65 feet; thence North 89°49'59" West for a distance of 129.63 feet to the Point of Beginning.
Containing 0.91 acres, more or less and subject to any easements and restrictions of record.

referred to herein as the "Property"; and

WHEREAS, the buyer of the Parcel A & B ("Buyer") is willing to purchase the Property from the City for \$10,500.00; and

WHEREAS, a draft purchase agreement has been prepared for the sale of the Property and is attached hereto as Exhibit A; and

WHEREAS, in accordance with the attached draft purchase agreement, the City and Buyer expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of St. Charles; and

WHEREAS, if any transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Section 12.05 of the City Charter of the City of St. Charles also provides that no real property of the City may be disposed of except by ordinance; and

WHEREAS, the City adopted such an ordinance, Number #604, dated September 25, 2018, approving the sale of the Property by the City; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the St. Charles Planning Commission reviewed and found the sale to be in compliance with the comprehensive plan on September 6, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The City Council hereby approves the attached purchase agreement and authorizes and directs the Mayor and City Administrator to execute the purchase agreement substantially in the form hereby approved and such other documents as are necessary to close on the sale of the Property by the City of St. Charles to Buyer and that Buyer, following closing, record the requisite instruments of sale, as applicable, in the Office of the Winona County Recorder.

PASSED by the City Council of the City of St. Charles on this 8th day of June, 2021.

ATTEST

Nick Koverman, City Administrator

John Schaber, Mayor

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

VACANT LAND PURCHASE AGREEMENT

THIS AGREEMENT is made as of June 8, 2021, between the City of St. Charles, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, Minnesota 55972 (herein the "Seller"), and Patrick Heim, individually, 17 Richland Avenue, St. Charles, MN 55972, (herein the "Buyer").

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

1. SALE OF PROPERTY. Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property:

A. Real Property. The real property located in Winona County, Minnesota, depicted on **Exhibit A** attached hereto and incorporated herein by reference, and legally described as follows:

Parcel "A"

A part of Lot 27, Plat of Limits of St. Charles, Minnesota, being in the East Half of this Southwest Quarter of Section 19, Township 106 North, Range 10 West of the Fifth Principal Meridian, Winona County, described as Follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 19, also being the Southeast corner of said Lot 27; thence North 00°12'59" East (Note: All bearings are based on the Winona County Coordinate System NAD '83, Adjusted 1996) along the East line of said Southwest Quarter, also being the East line of said Lot 27 for a distance of 1321.31 feet to the Northeast corner of the Southeast Quarter of said Southwest Quarter, also being the Southeast corner of Lot 29 of said Plat of Limits of St. Charles; thence South 89°07'26" West along the North line of said Southeast Quarter of the Southwest Quarter, also being the South line of said Lot 29 for a distance of 200.00 feet; thence continuing South 89°07'26" West along said South line of Lot 29 for a distance of 130.00 feet to the Southwest corner of said Lot 29; thence North 00°11'24" East along the West line of said Lot 29 for a distance of 468.68 feet; thence North 89°49'59" West 66.00 feet to the Point of Beginning; thence North 89°49'59" West, 129.79 feet to the corner of Lot 2, Block 1, DOTY'S FIRST SUBDIVISION; thence South 00°09'21" West along the most Easterly line of said Lot 2 for a distance of 265.00 feet; thence South 89°49'59" East for a distance of 129.63 feet; thence North 00°11'24" East for a distance of 265.00 feet to the Point of Beginning. Containing 0.79 acres, more or less and subject to any easements and restrictions of record.

Parcel "B"

A part of Lot 27, Plat of Limits of St. Charles, Minnesota, being in the East Half of this Southwest Quarter of Section 19, Township 106 North, Range 10 West of the Fifth Principal Meridian, Winona County, described as Follows:

Commencing at the Southeast corner of the Southwest Quarter, also being the Southeast corner of said Lot 27; thence North 00°12'59" East (Note: All bearings are based on the Winona County Coordinate System NAD '83, Adjusted 1996) along the East line of said Southwest Quarter, also being the East line of said Lot 27 for a distance of 1321.31 feet to the Northeast corner of the Southeast Quarter of said Southwest Quarter, also being the Southeast corner of Lot 29 of said Plat of Limits of St. Charles; thence South 89°07'26" West along the North line of said Southeast Quarter of the Southwest Quarter, also being the South line of said Lot 29 for a distance of 200.00 feet; thence continuing South 89°07'26" West along said South line of Lot 29 for a distance of 130.00 feet to the Southwest corner of said Lot 29; thence North 00°11'24" East along the West line of said Lot 29 for a distance of 468.68 feet; thence North 89°49'59" West 66.00 feet; thence North 89°49'59" West for a distance of 129.79 feet to the corner of Lot 2, Block 1, DOTY'S FIRST SUBDIVISION; thence South 00°09'21" West along the most Easterly line of said Lot 2 for a distance of 265.00 feet to the Point of Beginning; thence South 00°09'21" West for a distance of 315.00 feet; thence South 89°49'59" East for a distance of 113.93 feet; thence North 06°49'40" East for a distance of 134.25 feet; thence North 00°11'24" East a distance of 181.65 feet; thence North 89°49'59" West for a distance of 129.63 feet to the Point of Beginning.

Containing 0.91 acres, more or less and subject to any easements and restrictions of record.

excepting any easements and rights benefiting or appurtenant to the Real Property and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Real Property (herein "Real Property").

B. Personal Property. None.

2. PURCHASE PRICE AND MANNER OF PAYMENT. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property shall be Ten Thousand Five Hundred, and 00/100 Dollars (\$10,500), shall be paid by Buyer to Seller at Closing.

3. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before July 31, 2021, at St. Charles City Hall, 830 Whitewater Avenue, St. Charles, Minnesota 55972, or at such other time and place as may be

agreed to mutually by the parties. Seller agrees to deliver possession of the Real Property to Buyer on the closing date.

A. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

- (1) Deed. A Quitclaim Deed, in form reasonably satisfactory to Buyer, conveying the entirety of Seller's interest in the Real Property to Buyer.
- (2) Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 1031.
- (3) Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- (4) Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.

B. Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):

- (1) Purchase Price. The Purchase Price, by check.
- (2) Certificate of Real Estate Value. A Certificate of Real Estate Value.

4. CONTINGENCIES. The obligations of the parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions:

- A.** On the Closing Date, title to the Real Property shall be acceptable to Buyer in accordance with the provisions of Section 6.
- B.** The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
- C.** The parties understand and agree that the purchase of the Property is contingent upon approval by the City Council of the City of St. Charles.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the party so benefitted. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void.

5. PRORATIONS. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

A. Deed Tax. Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.

B. Real Estate Taxes and Special Assessments. Real estate taxes due and payable in the year 2021 shall be prorated to the date of closing. The Buyer shall pay the real estate taxes due and payable in the year 2021 and any unpaid installments of special assessments payable therewith and thereafter.

C. Recording Costs. Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.

D. Other Costs. All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.

E. Attorneys' Fees. Each of the parties will pay its own attorneys', accountants' and consultants' fees.

6. TITLE EXAMINATION.

A. The Delivery of the Title Commitment. Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating of the abstract or obtaining a new abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such other matters as Buyer may request.

B. The Making and Curing of Title Objections. Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.

C. The Consequences of Failing to Cure Title Objections. If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:

- (1) Buyer may accept title to said Real Property subject to said objections; or
- (2) Buyer may declare this entire transaction to be null and void.

If Buyer declares this transaction to be null and void pursuant to this Section, all Earnest Money paid by Buyer to Seller shall be immediately refunded by Seller to Buyer.

7. SELLER'S WARRANTIES. Seller represents, warrants, and agrees with Buyer, as of the date hereof and as of the Closing Date, as follows:

A. Pending or Threatened Litigation. There are no lawsuits or claims of any nature whatsoever pending or threatened against Seller with respect to the Real Property, and Seller does not know of or have reasonable grounds to anticipate any such lawsuits or claims that may be brought or made against Seller in the future.

B. The Accuracy of the Seller's Representations and Warranties. No representation or warranty made by Seller and no documents or other information furnished or to be furnished to Buyer by or on behalf of Seller pursuant to this Agreement contains or shall contain any untrue statement of material fact, or omits or shall omit any material fact necessary to make the statement contained therein not misleading. Further, the Seller's representations and warranties are true and accurate as of the effective date of this Agreement, and will be true and accurate continuously through the Closing Date.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

8. BUYER'S WARRANTIES. Buyer represents, warrants, and agrees with Seller, as of the date hereof and as of the Closing Date, that Buyer shall be responsible for extending sewer and water service to the Real Property, including the construction of a sewer and water main through the City's established easement area adjacent to the Real Property. The Buyer agrees to construct the water and sewer extensions upon review and approval of the City Engineer and City Public Works Director, and at Buyer's expense. Buyer agrees to dedicate or otherwise transfer ownership of the sewer and water main infrastructure to the City upon completion of extension thereof. The Buyer has no obligations under this paragraph until such time as the currently vacant Real Property is developed by Buyer.

9. BROKER'S COMMISSION. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.

10. PURCHASE AS-IS. Subject to the express representations and warranties of Seller as set forth in this Purchase Agreement, Buyer agrees to accept the condition of the Real Property, including specifically without limitation, the environmental and geological condition of the Real Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Real Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation

or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Real Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated or will migrate from or to the Real Property.

For purposes of this Section, the following terms have the following meanings:

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

"Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

11. SURVIVAL. The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.

12. DATES AND TIME PERIODS. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

13. NOTICES. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Patrick Heim
17 Richland Avenue
St. Charles, MN 55972

If to Seller: Nick Koverman, City Administrator
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

15. ENTIRE AGREEMENT; MODIFICATION. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

16. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

17. CONTROLLING LAW. The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

18. REMEDIES. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period).

19. COUNTERPARTS. This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

20. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

21. SELLER'S TRANSACTION APPROVAL. Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the City Council of the City of St. Charles, Minnesota. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void, and in this event Seller will return the earnest money paid by Buyer. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

Buyer: Patrick Heim

Date: _____

By: _____
Patrick Heim

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

This instrument was acknowledged before me on _____, 2021, by Patrick Heim, the Buyer.

(Notary Seal)

Notary Public

Seller: CITY OF ST. CHARLES, MINNESOTA

Date: _____

By: _____
John Schaber, Its Mayor

Date: _____

By: _____
Nick Koverman, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

This instrument was acknowledged before me on _____, 2021, by John Schaber, the Mayor, and by Nick Koverman, the City Administrator of the City of St. Charles, Minnesota.

(Notary Seal)

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
Phone: 651-225-8840
Fax: 651-225-9088

EXHIBIT A
DEPICTION AND MAP OF THE REAL PROPERTY

•

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



June 3, 2021

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

RE: St. Charles, MN
2021 Sidewalk Improvements
Pay Request No. 1

Dear Kyle:

Enclosed is Pay Request No. 1 for work on the above referenced project. We recommend that the City accept the project and make payment in the amount of \$340,927.38 to:

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

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "D. Sikkink".

Daren D. Sikkink, P.E.

DDS/jm

Enclosure

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

2905 South Broadway
Rochester, MN 55904
Phone: 507.288.3923



PARTIAL PAYMENT REQUEST
FOR CONSTRUCTION WORK COMPLETED

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

Bid Price: \$1,314,724.80
Date: Jun. 3, 2021
Estimate #: 1
% Complete: 25.9%

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	Lump Sum	\$97,750.00	1	0	0.00	0.00	\$ -
2	Remove Bituminous Pavement	S.Y.	\$5.00	530	0	224.00	224.00	\$ 1,120.02
3	Remove Concrete Curb and Gutter	L.F.	\$8.00	1500	0	1007.00	1007.00	\$ 8,056.00
4	Remove Concrete Driveway Pavement	S.Y.	\$8.00	2500	0	743.00	743.00	\$ 5,944.03
5	Remove Bituminous Driveway Pavement	S.Y.	\$5.00	220	0	406.00	406.00	\$ 2,030.00
6	Remove Concrete Walk	S.Y.	\$2.00	8350	0	10693.00	10693.00	\$ 21,386.00
7	Adjust Gate Valve & Box	Each	\$200.00	5	0	0.00	0.00	\$ -
8	Furnish and Install Gate Valve Box	Each	\$275.00	50	0	21.00	21.00	\$ 5,775.00
9	Clear and Grub Tree	Each	\$250.00	22	0	6.60	6.60	\$ 1,650.00
10	Topsoil Borrow (LV)	C.Y.	\$15.00	2500	0	0.00	0.00	\$ -
11	Common Excavation (P)	C.Y.	\$12.00	900	0	0.00	0.00	\$ -
12	Common Borrow	C.Y.	\$12.00	300	0	0.00	0.00	\$ -
13	Bituminous Roadway Patching	S.Y.	\$80.40	550	0	30.00	30.00	\$ 2,411.64
14	Concrete Driveover Curb and Gutter	L.F.	\$57.53	10	0	0.00	0.00	\$ -
15	Concrete B624 Curb and Gutter	L.F.	\$57.53	1500	0	274.00	274.00	\$ 15,763.22
16	6" Concrete Walk	Sq. Ft	\$10.45	4100	0	778.00	778.00	\$ 8,130.10
17	4" Concrete Walk	Sq. Ft	\$5.85	114450	0	41157.00	41157.00	\$ 240,768.45
18	6" Thickened Edge Concrete Walk	Sq. Ft	\$11.45	100	0	0.00	0.00	\$ -
19	4" Thickened Edge Concrete Walk	Sq. Ft	\$6.22	1200	0	0.00	0.00	\$ -
20	Truncated Domes	Sq. Ft	\$50.00	700	0	100.00	100.00	\$ 5,000.00
21	3" Bituminous Driveway	S.Y.	\$38.35	800	0	0.00	0.00	\$ -
22	6" Aggregate Driveway	C.Y.	\$25.00	200	0	0.00	0.00	\$ -
23	6" Concrete Driveway	S.Y.	\$55.56	2500	0	735.00	735.00	\$ 40,836.48
24	6" Concrete Driveway Type A	S.Y.	\$61.68	100	0	0.00	0.00	\$ -
25	Storm Drain Inlet Protection	Each	\$165.00	70	0	0.00	0.00	\$ -
26	Seeding	Acre	\$1,200.00	5	0	0.00	0.00	\$ -
27	Traffic Control	Lump Sum	\$6,000.00	1	0	0.00	0.00	\$ -
28	Material Testing Allowance (\$1000)	Lump Sum	\$1,000.00	1	0	0.00	0.00	\$ -

Construction Total \$ 358,870.93

Less 5% Retained Amount \$ 17,943.55

Less Previous Payments \$ -

Net Payment this Estimate \$ 340,927.38