



The City Council of the City of St. Charles welcomes you to its
 Regular Meeting of Tuesday, June 26, 2018 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. Approval of the Agenda	
4. Notices and Communications –	
5. Review of Financials	
6. Ordinance #602 Vacating Alley-Block 2 Fairview (2 nd Reading)	APPROVE
7. Request For Council Action – Street Supt.	APPROVE
8. Pay Request #2---2018 SRTS-Dunn Blacktop	APPROVE
9. Winona County Phlebotomy Service Agreement	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



**MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, June 26, 2018**

- 6. Ordinance #602 Vacating Alley-Block 2 Fairview Addition (2nd Reading).** See the enclosed ordinance for consideration.

- 7. Request For Council Action—Street Supt.** Please see the enclosed Request for Council Action for consideration.

- 8. Pay Request #2 ---2018 SRTS-Dunn Blacktop.** Please see the attached information for pay request #2 for the SRTS project.

- 9. Winona County Phlebotomy Service Agreement.** In partnership with the Winona County Sheriff's Office, the St. Charles Police Department has the opportunity to contract with the Sheriff's Department for Phlebotomy services for toxicology testing for detainees arrested by agency departments including St. Charles, Goodview, Winona, and Lewiston. The 5-year agreement serves a public purpose service that benefits Winona County, thus no fee for the service will be charged. Adoption of the agreement as presented is recommended.

**ORDINANCE #602
CITY OF ST. CHARLES**

COUNTY OF WINONA

**AN ORDINANCE TO VACATE A
PUBLIC ALLEY**

The City of St. Charles does ordain:

Section 1. That the following described public alley be and hereby is vacated and abolished:

The public alley described as the 20-foot wide alley located within Block 2 of Fairview Addition to the City of St. Charles, Winona County, Minnesota described as follows:

Commencing at the Northeast corner of Lot 22, Block 2 of said Fairway Addition for a point of beginning; thence Southwesterly along the South line of said alley to the Northwest corner of Lot 28 of said Block 2; thence North to the Southwest corner of Lot 5 of said Block 2; thence Northeasterly along the North line of said alley to the Southeast corner of Lot 11 of said Block 2; thence South to the point of beginning.

Section 2. That this ordinance shall take effect thirty days after its publication.

Adopted this 12th day of June, 2018 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: _____

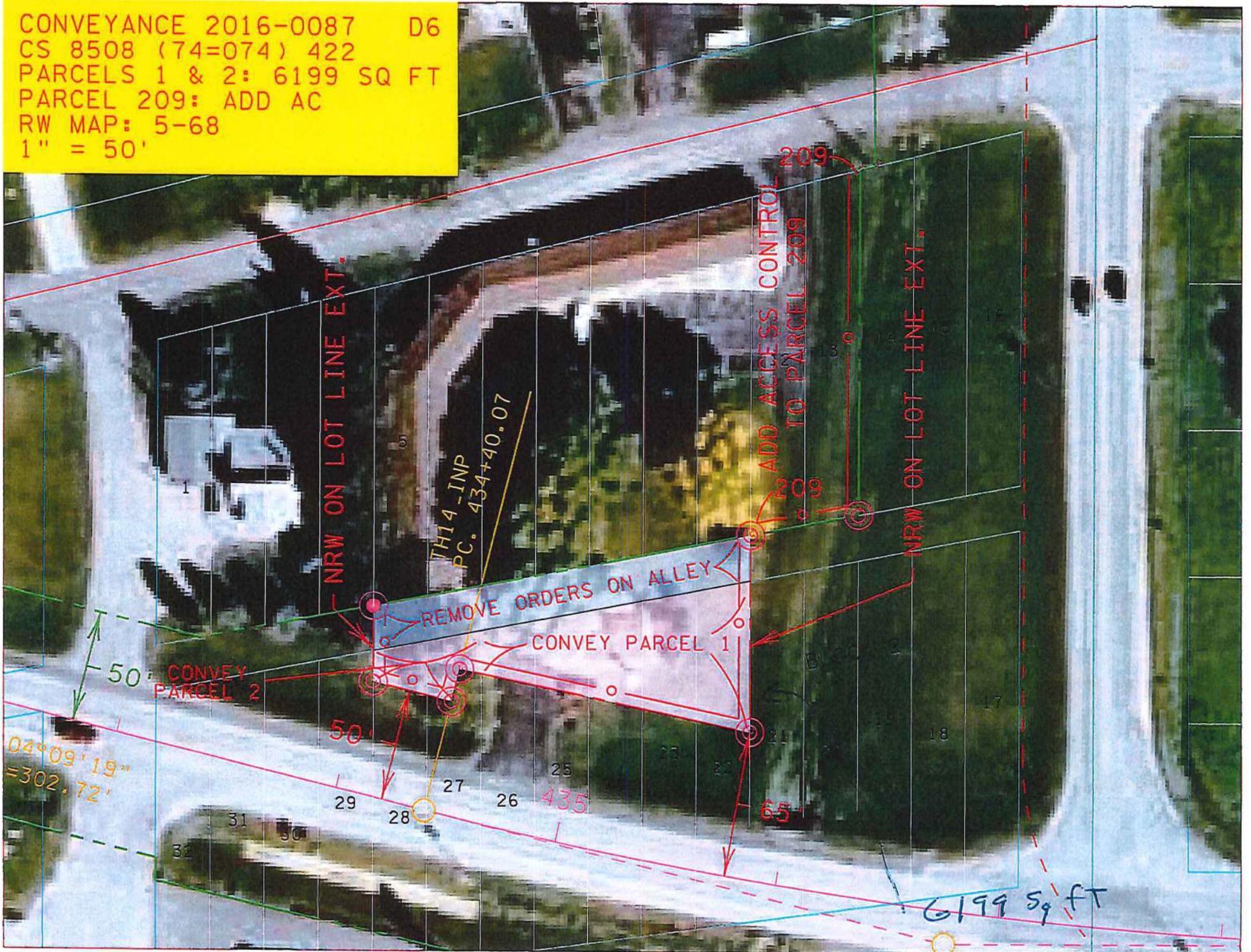
Absent: _____

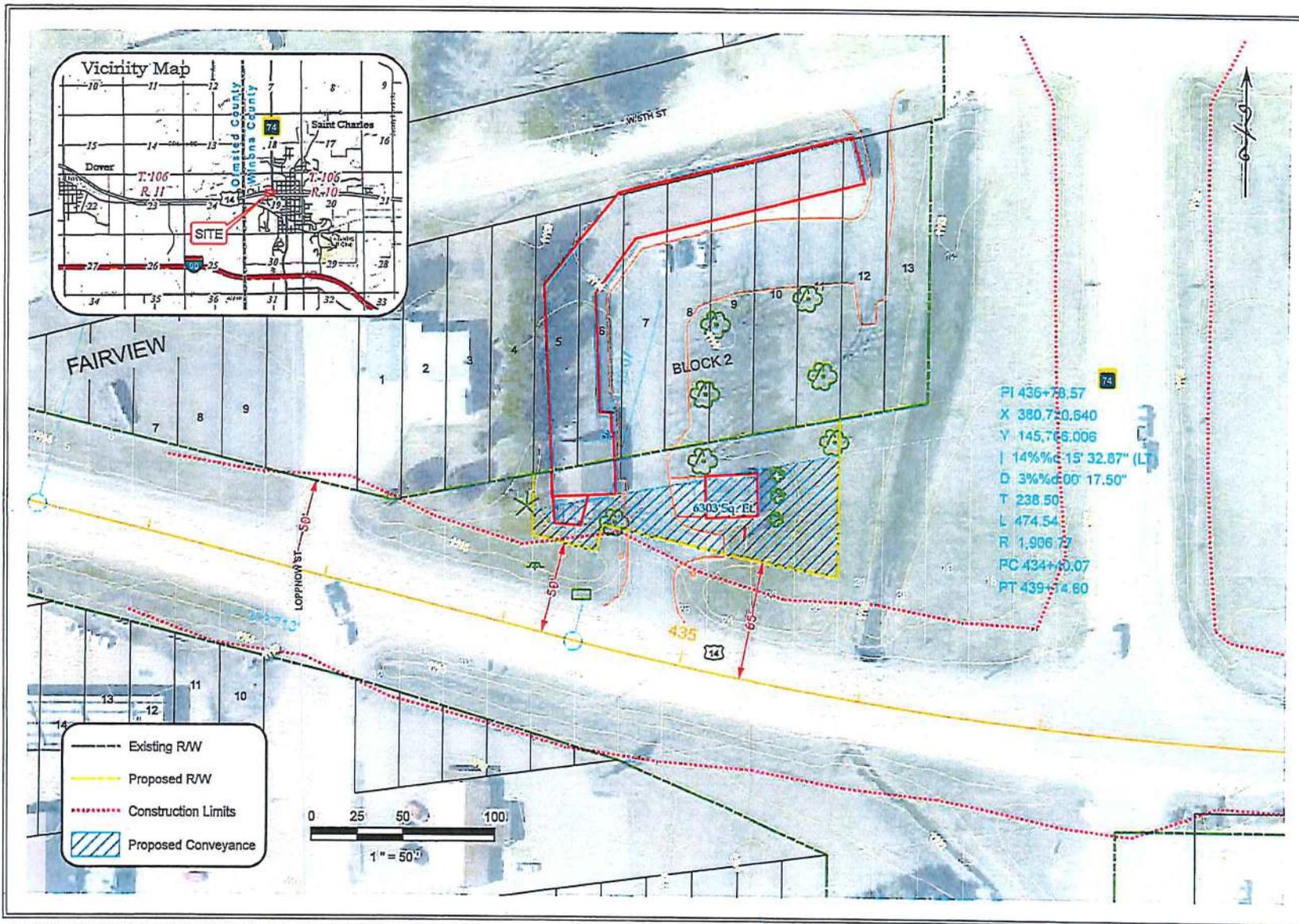
Abstain: _____

Published:

Date: _____

CONVEYANCE 2016-0087 D6
CS 8508 (74=074) 422
PARCELS 1 & 2: 6199 SQ FT
PARCEL 209: ADD AC
RW MAP: 5-68
1" = 50'





S.P. 8508-00
 T.H. 14 & 74
 Date: 02/05/16

Sheet No.
 1 of 1

Elevation Data per 2008 LIDAR Data <http://arcgis.dnr.state.mn.us/maps/mntopo/> (2/5/2016)
 Aerial Imagery (2013) per <http://www.co.winona.mn.us/page/2698>
 Lot Lines and Site Improvements made during MnDOT Field Surveys.

MnDOT Surveys Office
 2900 48th Street NW
 Rochester, MN 55901
 Phone: (507) 286-7500

** Proposed Conveyance Area
 Subject to Access Covenants **





Request for City Council Action

Date: June 22, 2108

Requested Council Date: June 26, 2018

Originating Department: Public Works

Council Action Requested: Hiring of Travis Pahl as Street Superintendent

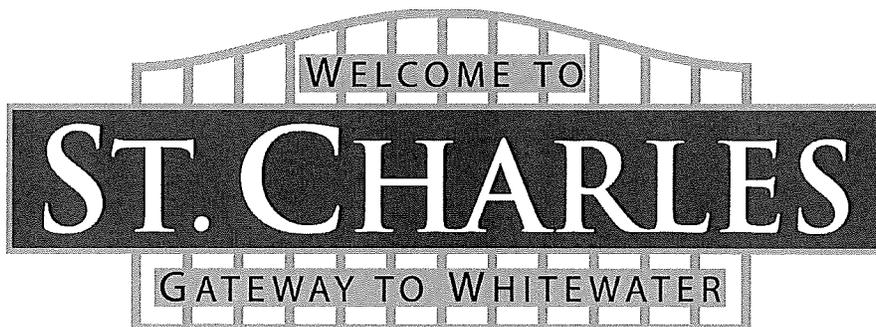
Background Information: An interview committee consisting of Scott Bunke, Police Chief Ken Frank and myself, interviewed the top two candidates for Street Superintendent on Thursday, June 20. Both candidates were highly qualified and following the interviews, all three interviewers selected Travis Pahl from rural Dover to replace Marti Ellinghuysen who has been with the city for 19 years this year.

Mr. Pahl has worked with S&L Contractors on road, water, sewer, and storm water projects for the past 18 years with his vast experience running and maintaining heavy equipment including loaders, pavers, grinders and dump trucks. His knowledge of this infrastructure and equipment will be an asset to the city along with his work ethic and positive attitude.

At this time, it is the recommendation of the interview panel to approve Mr. Pahl's hiring at the third step of the Street Superintendent scale with a start date of 6/27/2018 or as soon as possible depending on a successful background and reference check. Mr. Ellinghuysen's last day will be Friday, July 13th and it is the goal to have as much time as possible to cross train Mr. Pahl with Mr. Ellinghuysen.

Sincerely,

Kyle Karger, Public Works Director



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

whks

engineers + planners + land surveyors

June 19, 2018

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

RE: St. Charles, MN
Safe Routes to School Improvements
Pay Request No. 2

Dear Kyle:

Enclosed is the Pay Request No. 2 for work on the above referenced project. We recommend payment in the amount of \$110,470.79 to:

Dunn Blacktop Co.
24206 TH 43 Box 208
Winona, MN 55987

Please contact me if you have any questions.

Sincerely,

WHKS & CO.



Daren Sikkink, P.E.

DDS/jml

Enclosure

cc: Nick Koverman, City of St. Charles
Fred Bauer, Dunn Blacktop Co.

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



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: Safe Routes to School Improvements
 State Project: 085-591-005 TA 8517 (247)
 Project No.: 8278.00
 Location: St. Charles, MN
 Contractor: Dunn Blacktop Co.

Bid Price: \$ 510,417.11
 Date: 6/19/2018
 Estimate #: 2
 % Complete: 48%

Item No.	Item	Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
2021.501	Mobilization	1	LS	\$ 39,444.00	0.647		0.647	\$ 25,520.27
2101.502	Clearing	3	Tree	\$ 100.00	2		2	\$ 200.00
2101.507	Grubbing	3	Tree	\$ 100.00	2		2	\$ 200.00
2104.501	Remove Curb and Gutter	1,080	LF	\$ 5.00	645	435	1,080	\$ 5,400.00
2104.501	Remove Sewer Pipe (Storm)	296	LF	\$ 17.65	227	73	300	\$ 5,295.00
2104.503	Remove Concrete Walk	7,266	SF	\$ 1.00	3209.2	4,174	7,383	\$ 7,383.20
2104.505	Remove Concrete Driveway Pavement	35	SY	\$ 11.60	21	3	24	\$ 278.40
2104.505	Remove Bituminous Driveway Pavement	102	SY	\$ 8.65	0	102	102	\$ 882.30
2104.505	Remove Bituminous Pavement	4,931	SY	\$ 3.00	3609	1,525	5,134	\$ 15,402.00
2104.505	Remove Concrete Pavement	261	SY	\$ 10.60	127.1	133.9	261	\$ 2,766.60
2104.509	Remove Manhole or Catch Basin	13	Each	\$ 580.00	10	3	13	\$ 7,540.00
2104.602	Relocate Bench	1	Each	\$ 300.00	0		0	\$ -
2105.541	Stabilizing Aggregate (CV)	400	CY	\$ 29.00	0	80	80	\$ 2,320.00
2105.607	Haul & Dispose of Contaminated Material	100	CY	\$ 31.00	0		0	\$ -
2106.501	Excavation - Common	1,800	CY	\$ 14.00	1200	600	1,800	\$ 25,200.00
2211.503	Aggregate Base (CV) Class 5	1,018	CY	\$ 25.50	0	1,058	1,058	\$ 26,979.00
2360.501	Type SP 12.5 Wearing Course Mix (3,C)	1,073	Ton	\$ 82.97	0		0	\$ -
2451.503	Granular Backfill (LV)	50	CY	\$ 20.00	0		0	\$ -
2503.511	12" RC Pipe Sewer	128	LF	\$ 55.00	134	3	137	\$ 7,535.00
2503.511	15" RC Pipe Sewer	46	LF	\$ 60.00	12	54	66	\$ 3,960.00
2503.511	18" RC Pipe Sewer	171	LF	\$ 55.00	205		205	\$ 11,275.00
2503.511	21" RC Pipe Sewer	4	LF	\$ 125.00	5		5	\$ 625.00
2503.511	24" RC Pipe Sewer	46	LF	\$ 85.00	0	8	8	\$ 680.00
2503.602	Connect to Existing Storm Sewer	13	Each	\$ 665.00	7	4	11	\$ 7,315.00
2504.602	Adjust Valve Box (Water)	3	Each	\$ 415.00	0		0	\$ -
2506.502	Construct Drainage Structure Type 1	8	Each	\$ 2,100.00	6	2	8	\$ 16,800.00
2506.502	Construct Drainage Structure Type 4	5	Each	\$ 3,400.00	4	1	5	\$ 17,000.00
2506.502	Construct Drainage Structure Design SD	1	Each	\$ 2,800.00	1		1	\$ 2,800.00
2506.522	Adjust Frame and Ring Castings	3	Each	\$ 975.00	0		0	\$ -
2511.515	Geotextile Fabric, Type V	4,360	SY	\$ 1.00	0	4,360	4,360	\$ 4,360.00
2521.501	4" Concrete Walk	6,182	SF	\$ 5.15	0	2,488	2,488	\$ 12,813.20
2521.501	4" Concrete Walk Special (Red Color)	3,190	SF	\$ 6.90	0		0	\$ -
2521.501	6" Concrete Walk	2,496	SF	\$ 8.75	0	531	531	\$ 4,646.25
2531.501	Concrete Curb & Gutter Design B624	1,627	LF	\$ 14.00	0	949	949	\$ 13,286.00
2531.502	Concrete Curb Design V10	44	LF	\$ 35.00	0		0	\$ -
2531.507	6" Concrete Driveway Pavement	40	SY	\$ 67.55	0	32	32	\$ 2,161.60
2531.507	7" Concrete Driveway Pavement	42	SY	\$ 70.70	0	17	17	\$ 1,201.90
2531.604	8" Concrete Valley Gutter	18	SY	\$ 69.30	0	24	24	\$ 1,663.20
2531.618	Truncated Domes	184	SF	\$ 50.00	0	42	42	\$ 2,100.00
2563.601	Traffic Control	1	LS	\$ 5,900.00	0	0.8	0.8	\$ 4,720.00
2564.602	Install Sign	12	Each	\$ 100.00	0		0	\$ -
2564.602	Furnish Type C Sign	12	Each	\$ 100.00	0		0	\$ -
2565.616	Pedestrian Crosswalk Flasher System	2	System	\$ 19,377.00	0		0	\$ -
2573.502	Silt Fence, Type SD	50	LF	\$ 10.00	0		0	\$ -
2573.530	Storm Drain Inlet Protection	14	Each	\$ 250.00	10	4	14	\$ 3,500.00
2573.535	Stabilized Construction Exit	1	LS	\$ 1,800.00	0		0	\$ -
2474.525	Common Topsoil Borrow (LV)	200	Cy	\$ 33.00	0		0	\$ -
2575.505	Sodding Type Lawn	1,653	SY	\$ 7.50	0		0	\$ -
2582.502	4" Solid Line Epoxy	1,060	LF	\$ 1.60	0		0	\$ -
2582.502	12" Solid Line Epoxy	24	LF	\$ 9.50	0		0	\$ -
2582.502	4" Broken Line Epoxy	30	LF	\$ 1.60	0		0	\$ -
2582.503	Crosswalk Epoxy	612	SF	\$ 4.20	0		0	\$ -

Total Work Completed \$ 243,808.92

Less 5% Retainage \$ (12,190.45)
 Less Previous Payments \$ (121,147.68)

Net Payment this Estimate \$ 110,470.79

WINONA COUNTY PHLEBOTOMY SERVICE AGREEMENT

This Agreement is made and entered into by and between the County of Winona, acting through its Sheriff's Department, 201 West Third Street, Winona, Minnesota 55987, hereinafter referred to as "County," and City of Winona, 207 Lafayette Street, Winona, Minnesota 55987, City of St. Charles, 830 Whitewater Avenue, St. Charles, Minnesota 55972, City of Goodview, 4140 Fifth Street, Goodview, Minnesota 55987, and City of Lewiston, 75 Rice Street, Lewiston, Minnesota 55952, hereinafter referred to collectively as "Cities."

WHEREAS, the County has certified phlebotomy technicians in its employ who are responsible for obtaining inmates and/or detainees' blood specimens for toxicology testing purposes; and

WHEREAS, the Cities desire its respective law enforcement agencies to utilize the County's phlebotomy services; and

WHEREAS, the County is willing to provide phlebotomy services to the Cities respective law enforcement agencies under the terms and conditions outlined below;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do agree as follow:

I. SCOPE OF SERVICES

The County agrees to provide phlebotomy services for toxicology testing purposes to inmates and/or detainees arrested by Winona Police Department, St. Charles Police Department, Goodview Police Department and Lewiston Police Department, and held at the Winona County Law Enforcement Center or other specified location.

II. TERM

The term of this Agreement shall be for five years beginning January 1, 2018, and ending January 1, 2023. Either party may at any time terminate this Agreement, with or without cause, upon 30 days advance written notice to the other party. Withdrawal from the agreement by a single City does not affect or invalidate the Agreement as to the remaining Cities. Notice of termination to the County shall be delivered to the Winona County Administrator, and notice to the Cities shall be delivered to the Cities' respective city administrator.

III. OBLIGATIONS OF COUNTY

- A. The County agrees to allow its certified phlebotomist(s) to assist the Cities' law enforcement agencies by obtaining blood specimens for toxicology testing from inmates and/or detainees in custody of Winona Police Department, St. Charles Police Department, Goodview Police Department and Lewiston Police Department, and held at the Winona County Law Enforcement Center or other specified location.
- B. The County further agrees to perform phlebotomy services within a reasonable time frame of request from the Cities' respective law enforcement agencies.
- C. The County will have the right to refuse to provide requested phlebotomy services if a phlebotomist is unavailable.

IV. OBLIGATIONS OF CITIES

- A. The City law enforcement agencies agree to obtain any and all necessary informed consents from inmate(s) and/or detainee(s) prior to requesting phlebotomy services from the County, or
- B. The City law enforcement agencies agree to obtain a warrant in lieu of inmate(s) and/or detainee(s)' informed consent for phlebotomy services.

V. COMPENSATION

The County shall provide phlebotomy services as a courtesy to the City law enforcement agencies without compensation as the use of the phlebotomist serves a public purpose that benefits Winona County.

VI. DATA PRACTICES

All parties agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

VII. INDEMNIFICATION AND INSURANCE

A. The Cities will be liable for claims from a third party arising from the use of the County phlebotomist pursuant to this agreement, unless the claim arises from the sole negligence of the County phlebotomist. The Cities agree to defend, indemnify and hold harmless the County against any and all claims brought or actions filed against the County or any officer, employee, volunteer or agent of the County for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for phlebotomy services by the Cities' respective law enforcement agencies pursuant to this Agreement.

B. The County agrees to maintain workers compensation insurance on its employee(s) providing phlebotomy services at all times. The County will remain responsible for any workers compensation claims arising from its employee(s) while providing services under the Agreement. Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable state or federal benefits to personnel who

respond or render assistance pursuant to a phlebotomy request and sustain injury or death in the course of, and arising out of, their employment and response or assistance under this Agreement.

C. Nothing in this agreement shall be construed to create liability to the County for failure to furnish phlebotomy services, or for recalling or releasing phlebotomists from providing phlebotomy services as described in this Agreement.

D. The County shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of the Cities and its officers, employees, agents and assigns.

E. The Parties shall at all times during the term of this Agreement keep in effect their own liability insurance in the government liability amounts established by Minn. Stat. 466.04, as amended. Nothing in this agreement shall constitute a waiver of the statutory limits of liability under Minnesota Statutes Chapter 466, or a waiver of any available immunities or defenses. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a).

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written below.

COUNTY OF WINONA

CITY OF WINONA