The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, May 14, 2019 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

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<td>15. Twins Grant</td>
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<td>17. Summer Park &amp; Rec Hiring</td>
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<td>18. Gladiolus Days Button Winner</td>
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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

*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, May 14, 2019


9. Public Hearing—Special Assessment. A public hearing will be held with respect to
delinquent utilities to be assessed.


will be present to introduce himself and provide brief update.

12. Resolution #17-2019 Approving Liquor License. A new liquor license is requested
for new ownership at 518 West 6th Street.

13. Resolution #18-2019 Approving Cigarette License. A new cigarette license is
requested for new ownership at 518 West 6th Street.

Watson Post 190 will be applying for a temporary 3.2 Malt Liquor License for the June 2
race at the Winona County Fairgrounds.

15. Twins Grant. Information is included in the packet verifying that St. Charles was
the recipient of the Minnesota Twins Grant for $10,000 which will be used at City Park.

16. Department of Commerce-Energy Education Grant. In working with Franklin
Energy, a grant was approved from the Department of Commerce for $3,544.76 to be
used toward the Energy Education program that is a partnership with the 6th Grade
Elementary School class. Approval is requested.

17. Summer Park & Rec Hiring. The Summer Park & Rec Hiring List will be finalized
and approved as part of the Monday night Park Board meeting and will be presented at
the Council meeting Tuesday night.

18. Gladiolus Days Button Contest Winner. The Park Board will recommend a winner
of the Gladiolus Days Button contest after Monday night’s meeting.
MEMBERS PRESENT:
Councilmen:
Mayor John Schaber
Dave Braun
Craig Hilmer
Wayne Getz
David Kramer

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

OTHERS IN ATTENDANCE: Jack Arndt (Boy Scout Troop #54), Brad Arndt, Mike Bubany (David Drown & Associates), Amy Berends (Farm To Table), Lindsay Gust (Farm To Table), Laura Schaber (Farm to Table), Brian Todd (Post Bulletin) 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
March 12, 2019
Motion to approve: Craig Hilmer
No further discussion.
Motion declared carried.

5. April Payables. No questions were asked.
Motion to approve: Wayne Getz
No further discussion.
Motion declared carried.

6. Notices and communications: None.

7. Reports of Boards and Committee:
Chief Frank highlighted the upcoming trainings for the 7 officers that was being scheduled for the department. He then thanked all the various law enforcement, fire, public works, and ambulance departments with the support during the two more public events over the last several months. He also thanked the various businesses that helped to provide support in various means to help either solve the case or that provided resource for volunteers as they continued their search. For one of the events, he counted nearly 95 personnel that helped to bring the case to a close. Various reports were given by staff and Council including the Facilities Task Force for the School that Clm. Kramer reported believes a November referendum will be presented to the voters.

8. Farm To Table Update/Request. Lindsay Gust, Amy Berends, and Laura Schaber presented their request to the Council for consideration of closing that portion of St. Charles Avenue historically used for the Farm To Table event from noon to 10 p.m. on Saturday September 21st. In addition, they will be
hosting a Farm To Table breakfast the following Sunday morning with the help of the Lions. They will also be reaching out to other clubs and organizations to see if they would be interested in participating in other ways for the breakfast. The breakfast will be a freewill donation and the elementary school will serve as a backup to the event in case of rain. As part of the request, they asked to be able to display banner on mainstreet, a handwashing station or the request to have the bathrooms open at City Hall rather than portables. The group then updated the Council on the What’s On Wednesdays (W.O.W.) group that is working in collaboration with the Chamber of Commerce and Catholic Church to host six events (June 5, June 19, July 3, July 17, August 7, and August 21). The events will host music, food, movies, games, activities, etc. all sponsored or conducted by various organizations. The goal of the events is to draw attention to the space and highlight the vision of the Park. To help with the event, the group requested, picnic tables, portables bathrooms, and a handwashing station. It was questioned why the handwashing station and it was thought that in eating food that people may want to wash their hands, but not go into City Hall. It was asked if the school district might have a handwashing station. Schaber said she could look into it and the city would check with the county to see if they might have one. Berends then provided an update on the deck. The group is hoping to begin construction within the next few weeks, but that the total funds are about $4,000-$5,000 away but they believe they will be able to raise that amount. Several local builders and contractors will be donating time to the space and project. Work is also being planned for the inside of the church with labor to be donated for the plaster repair work inside. They requested that the building permit for the deck be waived as well. Council thanked the group for all of their work. The mayor requested a motion to approve the date of the street closing and Clm. Getz asked if he would accept a motion to encompass all of the items. A motion was made to approve the street closure from noon to 10 p.m. on Saturday, September 21st, use of City Hall for the Sept. 21 and Sept. 22 event as well as WOW events, city crew to hang the banner over mainstreet, picnic tables for the September event and WOW events, waiving of the building permit fee for the deck, and the city will investigate handwashing station options.

Motion to approve: Wayne Getz
No further discussion.
Motion carried.

9. Resolution #13-2019 Sale of GO Bonds- Mike Bubany. Mike Bubany of David Drown & Associates presented information related to the refinancing of the 2011A bonds. He reminded Council of an earlier triggering resolution that was attempted in 2018, but was cancelled because the lack of savings did not meet the expectations of all parties involved. Now that the bonds are callable, Mr. Bubany recommended refinancing if the savings could be anticipated to be at least $50,000. In all actuality, he feels the anticipated savings through the MN Rural Water Association’s MegaLoan program could be approximately $66,000 over the remaining life of the loan. After discussion and no further questions, a motion was made to approve sale of the GO Bonds per Resolution #13-2019.

Motion to approve: Wayne Getz
Seconded by: Craig Hilmer
No further discussion.
Motion carried.

10. Resolution #14-2019 Amending the Established Interfund Loan. Admin. Koverman relayed that after consulting with Mr. Bubany on the resolution established in the previous meeting for an interim interfund loan to the Capital Improvement Fund toward the purchase of the Thoreson land. Mr. Bubany recommended that the temporary loan not come from the General Fund, but rather one of the Enterprise Funds as financing partners and bond holders do not look as favorably on those type of loans even short term from the General Fund. The revised language effectuated the change from General Fund to the Electric Enterprise Fund. A motion was made to approve the resolution as presented.

Motion to approve: David Kramer
No further discussion.
Motion carried.

11. MOU with HK Development. Admin. Koverman reviewed the Memorandum of Understanding with HK Development and the request to extend the agreement for 60 days for the proposed development of a hotel. Included in the packet was a letter from DesignWise that outlined their strong interest in the project
and desire to make a determination in 30 days. It was relayed that a meeting was set with the owners of DesignWise later in the week to flush out more details. The EDA recommended approving the extension as well, Koverman added. A motion to approve the extension of the MOU was moved.

Motion to approve: Wayne Getz
No further discussion.
Motion carried.

12. Resolution #11-2019 Amending CUP-Mueller. Admin. Koverman briefly reviewed the request for an amended Conditional Use Permit from John Mueller. He read the Findings of Fact as the following:

1. The conditional use will not be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the neighborhood, because the subject proposal will align itself with the general character of the neighborhood.
2. The request will not be detrimental to the public welfare or to property or improvements in the neighborhood because it will support and encourage a similar type of housing.
3. Similar structures and uses already exist in the C-2 District and are a benefit to the community while meeting the zoning standards of the C-2 District.
4. It meets the goals of the Comprehensive Plan to encourage infill of existing lots while adding tax base.

He outlined that a CUP had been granted previously in 2017 for a residential dwelling in a C-2 district. With no further questions, a motion was made to approve the CUP that will allow for an attached residential dwelling in the C-2 District.

Motion to approve: Dave Braun
No further discussion.
Motion carried.

13. Resolution #12-2019 One-Day CUP 3.2 Liquor License-St. Charles Borromeo. The mayor presented the resolution as an annual liquor license for Springfest. With no further questions, a motion to approve was moved.

Motion to approve: Craig Hilmer
No discussion.
Motion carried.

14. Petition and Waiver Agreement-Amundson. Admin. Koverman highlighted the assessment of a tree removal at 1242 Richland Avenue for $3,800.00. Staff recommended approval of the assessment. A motion to approve the petition and waiver agreement was moved.

Motion to approve: David Kramer
No further discussion.
Motion carried.

15. Archive Social Service. Admin. Koverman presented information on a data retrieval service for social media accounts. Information was relayed in regards to data requests and the possibility of deleted data that would still be required. As the City continues to utilize social media to help communicate and educate residents and guests, this type of service helps to protect the city and archives data that is put out on the internet through social media. Koverman had also discussed the service with the City of Winona who implemented the service several months prior as they felt it was a necessary piece of infrastructure for their services. The total annual cost was $2,388, but with the remaining months, the service fee would only be $1,738. A motion was made to approve the service.

Motion to approve: Craig Hilmer
No further discussion.
Motion declared carried.

16. Gladiolus Days Pageant Rules. Clm. Braun stated the rules had been updated and that the Park Board recommended approval. A motion was made to approve the rules.

Motion to approve: Dave Braun
No further discussion.
Motion declared carried.
17. Veteran’s Memorial Land Agreement. Admin. Koverman relayed that Ken Bloom had inquired about the possibility of a license agreement for the property being used by the memorial. While everyone appreciates the investment and meaning currently, he feels it would be good for both parties to have an agreement that both parties agree to with respect to how the space is and is not used. Clm. Kramer agreed that drafting some language would be to the benefit of both parties. A motion was made to approve staff to work with the city attorney to draft language.
Motion to approve: David Kramer
No further discussion.
Motion carried.

18. LMCIT Liability Limit Waiver. Mayor Schaber presented the annual liability limit waiver that states the city DOES NOT WAIVE its liability limit. Clm. Kramer inquired as to having staff discuss with the League how to change the process so that Council’s do not have to undertake the action every year. Hearing no further comment, a motion to approve the form was made.
Motion to approve: Dave Braun
No further discussion.
Motion carried.

UNSCHEDULED PUBLIC APPEARANCES
None.

Motion to adjourn at 6:59 p.m.
Motion to approve: Wayne Getz
Motion declared carried.

John P. Schaber, Mayor

ATTEST

Nick Koverman, City Administrator
MEMBERS PRESENT:
Councilmen:
Mayor John Schaber
Dave Braun
Wayne Getz
David Kramer
Craig Hilmer

STAFF PRESENT: Nick Koverman City Administrator

OTHERS IN ATTENDANCE: Stephen Hacken (County Assessor), John Conway (County Assessor).

1. ESTABLISH QUORUM/CALL TO ORDER
Quorum was established with Mayor Schaber calling the meeting to order at 7:00 p.m.

2. BUSINESS
County Assessor Stephen Hacken presented the information to the Board of Equalization on the assessment trends and what he sees county wide. The members of the Board of Equalization waited for 30 minutes but no one showed up during the meeting. It was relayed by Mr. Hacken that his office had received four calls regarding values, but that only one was recommended for change within the allotted 10-day time period. Mr. Conway detailed the recommended change in value to a portion of the golf course owned by Matt McMahon to the Board.

A motion was made to approve the adjustment.
Motion to approve: Wayne Getz
No further discussion.
Motion declared carried.

Seeing that no one was in attendance a motion to adjourn was made.

Motion to adjourn at 7:32 p.m.
Motion to approve: Dave Braun
No further discussion.
Motion declared carried.

John P. Schaber, Mayor

ATTEST

Nick Koverman, City Administrator
MINUTES of the ST. CHARLES CITY COUNCIL
For Tuesday, April 23, 2019 held at 6:00 p.m. at
830 Whitewater Avenue
St. Charles, Minnesota

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

STAFF PRESENT:
Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: Rick Vincent, Aaron Eberhart (Congressman Jim Hagedorn’s Office) and Jill Veerkamp (St. Charles Press).

1. ESTABLISH QUOROM/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: Dave Braun
No discussion.
Motion carried.

4. Notices and Communications. Mayor Schaber discussed the Project Fine dinner on June 9 and the Possibilities event on May 10th.

5. Review of Financials. No Comment.
Motion to approve: Dave Braun
No further discussion.
Motion carried.

6. Dice Brothers Racing. Rick Vincent was present to discuss the upcoming racing season at the Winona County Fairgrounds. He outlined the various race dates in June, July and August. He relayed that July 11th will be the race “Under the Lights” and stated that hasn’t happened in 50 years. The main reason for his request was to request a proclamation for the June 2nd race to be honored as Al Timm Day as he was a big proponent of racing in addition to a community supporter. He shared some info of the expectations of the racers that will turn out for the events and believes the race season will help to promote St. Charles. Hearing no further questions or comments, a motion was made to approve the drafting of a proclamation for the June 2nd day.
Motion to table: Dave Braun
No further discussion
Motion carried.

7. St. Charles Music Festival. The Council moved on in the agenda as they waited for Mr. Eckardt.

8. Resolution #15-2019 Immediate Orderly Annexation-Schaber. Admin. Koverman relayed information pertaining to an orderly annexation that was completed in 2002. As part of the annexation, a legal description had been omitted from the submission and thus the Winona County Recorder’s Office asked for the City to correct the annexation. While the property owner has been paying taxes and served city services, the Minnesota Boundary and Annexation did not have it legally on their map as being within city limits. The joint resolution would request immediate annexation from the township and Koverman has set up a meeting to attend to present the information. A motion to approve the resolution as presented was moved.
Motion to approve: Wayne Getz
No further discussion.
Motion carried.

9. Resignation-Liston. Admin. Koverman relayed the resignation received from Dusty Liston and recommended approval of the recommendation. Staff will advertise for the position and move forward with that process. A motion to accept the resignation as recommended was moved.
A motion was moved to approve the advertisement of the vacant position.
Motion to approve: Wayne Getz
No further discussion.
Motion declared carried.

10. P&Z Commission Appointment—Freddy Perez. Admin. Koverman relayed that an application had been received for the vacant position on the Planning & Zoning Commission and that he recommended Freddy Perez to be appointed. Hearing no further discussion, a motion was made to approve the appointment.
Motion to approve: Dave Braun
No further discussion.
Motion declared carried.

11. Resolution #16-2019 Awarding 2019 Watermain Project. Admin. Koverman presented the resolution for the 2019 watermain project that was reviewed and tabulated by WHKS Engineering. A recommendation to hire Edge Contracting, Inc. for $49,027.50 was moved.
Motion to approve: Wayne Getz
No further discussion.
Motion declared carried.

7. St. Charles Music Festival-Gary Eckardt. Admin. Koverman shared information related to the proposed St. Charles Music Festival that Mr. Eckardt has been working to organization with Park & Rec Director Rick Schaber and City Administrator Nick Koverman. Mr. Eckardt has been in communication with the St. Charles Moose Lodge, Merchants Bank, and Whitewater Pub to utilize the parking lot space or the Moose in case of a rain event. He is requesting the City provide baracades, fencing, stage, law enforcement, and picnic tables as it will be a community festival. In the future he is hoping to move it to the Winona County Fairgrounds to better utilize their facilities, but because of the timing, he was unable to secure the date. No additional questions were asked and a motion to approve the request was motioned.
Motion to approve: David Kramer
No further discussion.  
Motion carried.

UNSCHEDULED PUBLIC APPEARANCES
Aaron Eberhart from Congressman Jim Hagedorn’s office was present to offer assistance to the City for any issue. Council thanked him for his time.

Motion to adjourn at 6:25 p.m.
Motion to approve: Wayne Getz
Motion declared carried.

______________________________
John Schaber, Mayor

Attest: _______________________
Nick Koverman, City Administrator
Dear Nick,

On behalf of Project FINE, I would like to thank you and the City Council for your ongoing partnership. We received your check today in the amount of $1,000 for professional services for the year 2019 and are very grateful for your continued support.

This funding is of great assistance as we work to provide educational programs and services to immigrants and refugees in St. Charles. Your support enables us to provide this valuable programming and continue our positive impact in the lives of newcomers in our region.

Once again, please accept my sincere thanks on behalf of the Project FINE Board of Directors, staff and clients for giving us your support. We look forward to working with you and the City of St. Charles for many years to come.

With gratitude,

Fatima Said
Executive Director
April 2—Conducted a webinar with ArchiveSocial to learn more about the product and how it could impact the organization.

April 3—Met with Geno and Chris Hazelton from Envirolastech and Wells Fargo as they toured a prospective business through as they are working on the structure of a potential option.

City Accountant Shawn Elsbury and I reviewed the property insurance coverages prior to submission to the LMCIT. In reviewing coverage pieces, we began to incrementally adjust values to properly cover city structures and equipment.

April 4—Mike Bubany of David Drown & Associates worked with Shawn Elsbury on CIP accounts and TIF reporting. Director Karger and I met with Eric Udelhofen from OneEnergy along with neighbors of the solar installation to visit concerns and receive a project update.

April 10—Met with an interested business prospect along with Mayor Schaber and EDA Director Cris Gastner to investigate possibilities of a potential project connected to HK Hospitality.

Attended the Board of Equalization meeting.

April 16—Attended the welcome and meeting with Governor Tim Walz in Winona to share our support of the LGA budget item proposed by the governor.

April 17—The auditors of Smith Schafer & Associates began their 2018 audit the week of the 17-19th.

Attended the Green Space meeting later that afternoon to discuss progress and future plans for the space.

April 18—Met with Mediacom representative to discuss the extension signed in 2018, but the possible amendment of language by both parties.

April 23—Participated in an UMMEG Steering Committee call to discuss the solar project.

April 24—Held the groundbreaking ceremony for the veteran’s memorial.

April 25—Met with representative from Digicom to investigate a possible separate phone line for police department. Needed to follow up with HBC for additional support questions.

April 30—Attended the SEMLM and Southeast2gether afternoon and evening meetings to discuss inclusive communities. Clm. Kramer attended the evening panel discussion representing the city and his role on Project Fine.
Public Works Report – April 2019

- All Sirens inspected and now working for storm season; worked on solar project/primary elbows and grounding; working on new three phase service for Dodge dealership; installed new water meter on Hwy 14 booster station; installed 1800 feet of 410 primary three phase into solar forum; worked on substation and power plant reports; tested and ran the Cities’ four small geo-sets at City Hall, City Shop, Fire Hall, and I-90 booster station.

- Plowed snow; cleaned equipment and did maintenance; monthly run on power plant; rubber goods testing; worked on 11th Street electric circuit; took sander and wings off of trucks; replenished three phase loop on 14th Street riser; picked up trash on I-90; safety meeting; cleaned at City Shop; performed City locates for other utility projects; installed temporary service for Dodge dealership; replaced bad street light pole and meter reads for City Hall.

- Repaired power outage on South Wabasha Avenue; line patrol often wind storm; stocked electric trucks; ordered grounding wire; filed and disconnected street light; located property pins; performed electric service tree trimming; cut path to South Richland siren; hauled brush; worked with auditors; water meter truck wire kits installed on I-90 fire hydrants; ordered quick splint pole repairs; repaired traffic lights; ordered electric material.

- Worked on plow truck brake dryer; checked on primary reels for future projects; helped install fuel barrels at shop; cleaned up skid loader; monthly fire extinguisher inspections; replaced bad three phase junction box on 14th street; moved library table, chairs and bookcases; prepped hole and cut concrete for 11th street flagpole; greased and serviced trucks; helped with electrical on Church behind City hall; helped set new flag poles; replaced street light on County View Drive.

- Worked on Senior Center cabinet doors, drawers, and baseboards; replaced City Park bathroom/handicap accessible meeting; leader door glass replacement; repaired City
hauled trailer; swept streets and buildings; mapped frames; changed lights at City Hall; filled potholes; changed gutter and main sweeper brooms; used light bulb drop off; performed grader maintenance; hauled winter sand and cleaned up around old shop.

- Replaced City Hall air handler filters; flushed City hydrants; repaired plate tamper; total patcher maintenance; called in sign locates; checked lift stations, wells, and booster stations; treated lift station for grease; replaced transducer on Hwy 14; performed finals and rereads for City Hall; lowered curb stops; took water samples; hauled out disconnects; pushed up brush at City Shop and read meters.

- Replaced water meters; reseeded solar farm; had neighbor meets about project updates or complaints; performed property pin locates; approved fence permits; performed tree and storm water projects.

Sincerely,
Kyle Karger
Public Works Director
PROCLAMATION

AL TIMM RACE DAY IN ST. CHARLES,
JUNE 2, 2019

WHEREAS, the first Sunday in June, this year the 2nd is recognized as National Cancer Survivors Day; and,

WHEREAS, the City of St. Charles recognizes all those members of the St. Charles community who have battled Cancer over the years and that this day serves as a way to remember and honor all of them; and,

WHEREAS, the City of St. Charles expresses its continued support to those who are battling this disease, to their friends and their families who support them, may they all find comfort within the community and hold strong their faith and support one another; and,

WHEREAS, the City of St. Charles recognizes and expresses its sincere appreciation to all St. Charles residents and organizations who help to raise awareness through education and outreach efforts; and,

WHEREAS, Al Timm of St. Charles, who fought the good fight. Who throughout his life supported racing. Who served as a beacon to all those around him as he shared his love of racing and life while fighting this dreaded disease. His words of encouragement and strength were meant to be shared with all those who continue the fight.

NOW THEREFORE I, Mayor John Schaber of the City of St. Charles, County of Winona, State of Minnesota, do hereby proclaim that Sunday, June 2 be declared Al Timm Race Day within the City of St. Charles.

Mayor John Schaber

(Seal)
City of St. Charles

Resolution #19-2019

RESOLUTION ADOPTING SPECIAL ASSESSMENT FOR CURRENT SERVICES

WHEREAS, certain accounts for City electric, water and sewer services and other services or charges remain past due; and

WHEREAS, the owner of said property (29.026.0030) have been duly billed and have failed to remit payment for electric, water and sewer and other services or charges; and

WHEREAS, said non-payment was duly brought before the City Council at its regular meeting held May 14, 2019; and

WHEREAS, the owner of the property was advised of the unpaid bill, and have failed to make satisfactory arrangements to pay the same; and

WHEREAS, pursuant to St. Charles City Ordinance §50.06 (H) Collection with Taxes, and MN Section 429.101 the unpaid charges, plus interest at 6% per annum plus County Recording fee, for said services to be assessed against the property service;

NOW THEREFORE, it is resolved by the City Council of St. Charles, Minnesota that the special assessment roll as prepared by the City Clerk, for each account, is hereby adopted, and the clerk is directed to file a copy of the assessment roll with the Winona County Auditor’s office for collection with current taxes for the following year(s).

Adopted the 14th day of May 2019.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator
Resolution #17-2019

A RESOLUTION APPROVING LIQUOR LICENSE

WHEREAS, the following businesses have applied to the City of St. Charles for a liquor license for the remaining year 2019:

Gurek, Inc., 518 West 6th Street – 3.2 Malt Liquor License

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

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

 Adopted by the Council of the City of St. Charles, Minnesota this 14th day of May 2019.

John Schaber, Mayor

Attest: Nick Koverman, City Administrator
Resolution #18-2019

A RESOLUTION APPROVING CIGARETTE LICENSE

WHEREAS, the following business has applied to the City of St. Charles for a cigarette license for the remaining year 2019:

Gurek, Inc. (new owner) 518 West 6th Street

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

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

Adopted by the Council of the City of St. Charles, Minnesota this 14th day of May 2019.

__________________________
John Schaber, Mayor

Attest: _________________________
Nick Koverman, City Administrator
WHEREAS, the American Legion Hugh Watson Post 190 is submitting an application to the City of St. Charles in order to sell 3.2 Malt Liquor at Winona County Fairgrounds on Sunday, June 2, 2019; and

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

1. The Council of the City of St. Charles hereby approves the 3.2 Malt Liquor License submitted by the American Legion Hugh Watson Post 190 to the City of St. Charles.

Adopted by the Council of the City of St. Charles, Minnesota this 14th day of May, 2019.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator
May 2, 2019

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

Dear Rick:

Thank you for sending in your 2019 *Fields for Kids* Grant Agreement on behalf of the City of St.Charles. Enclosed, please find a check for $10,000, which is your full grant payment. Please return the bottom sheet of the enclosed contribution acknowledgement form to us as soon as possible.

Also enclosed is a Six-Month Update form and Final Report Guidelines form. If your field project is not completed by December 1, 2019, please fill out the Six Month Update form and return it to the Twins Community Fund by that date.

Once your project is fully completed, please forward us a Final Report of the field renovation project. If your project is not finished by May 1, 2020, please let us know as soon as possible.

We encourage you to announce this grant to your local media. We also ask that you please send us any copies of local media coverage on this grant.

If you have any other questions, please do not hesitate to contact me at 612.659.3505 or stephaniejohnson@twinsbaseball.com.

We are proud to support the City of St.Charles and its youth. Thank you for your service to your community and your willingness to make this field renovation a reality!

Sincerely,

Stephanie Johnson  
Executive Director  
Minnesota Twins Community Fund
STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and City of St. Charles, 830 Whitewater Avenue, St. Charles, MN 55972 ("Grantee").

Recitals

1. Under Minn. Stat. § 216C.02, subd. 1, the State is empowered to enter into this grant.
2. The State is in need of assistance in the promotion of renewable energy resources.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98, subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract
1.1 Effective date: 5/6/2019, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per, Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.
1.2 Expiration date: 6/30/2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Grantee’s Duties
The Grantee, who is not a state employee, will:
2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).
2.2 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.

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

4 Consideration and Payment
4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows:
4.1.1 Compensation. The Grantee will be paid the lesser of Three Thousand Five Hundred Forty Four dollars Seventy Six cents ($3,544.76) or One Hundred percent (100%) of actual eligible costs incurred in the performance of the Grantee’s duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.
4.1.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed Three Thousand Five Hundred Forty Four dollars Seventy Six cents ($3,544.76) or One Hundred percent (100%) of the total actual, eligible costs incurred in the performance of the Grantee’s duties specified in Exhibit A.

4.2 Payment
4.2.1 Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule as outlined in Exhibit A.
4.2.2 Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.
4.3 **Budget Categories.** Upon notice to and written approval by the State’s Authorized Representative, the Grantee’s budget for any one category in Exhibit B may be increased by up to 10% of the amount shown in Exhibit B for that category, with the amount of the increase moved from one or more other categories in Exhibit B. To move more than 10% into a budget category from another budget category or categories will require an amendment to the grant contract.

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

6 **Authorized Representative**
The State’s Authorized Representative is **Terry Webster**, State Program Administrator Senior, 651-539-1862, or their successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State’s Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee’s Authorized Representative is **Nick Koverman**, City Administrator, 507-932-3020, or their successor. If the Grantee’s Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

The Grantee’s Project Manager is **Joe Plummer**, Program Manager, 612-284-3663 or their successor. If the Grantee’s Project Manager changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State’s right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this grant contract.

9 **State Audits**
Under Minn. Stat. § 16B.98, subd. 8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights. The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.

10.3 License to the State. Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.

10.4 Obligations. Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or...
jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee’s website when practicable.

12.2 **Federal Acknowledgment and Disclaimer.** All promotional and informational materials distributed by or for the Contractor shall contain the following acknowledgment: “This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under Award Number DE-EE0007479.”

All promotional and informational materials distributed by or for the Contractor shall contain the following disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

12.3 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if: 1) funding for Grant No. DE-EE0007479 is withdrawn by the US Department of Energy; 2) it does not obtain funding from the Minnesota Legislature, or other funding source; or 3) funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State’s receiving that notice.

15 **Data Disclosure**

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

(Continues on next page)
1. STATE ENCUMBRANCE VERIFICATION
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

   Signed: Carla Collins
   Date: 5/3/19
   Grant Contract / PO: E0# 157221 | FY19 Pol# 3-12102

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

   By: [Signature]
   Title: City Administrator
   Date: 5/6/19

3. MN DEPARTMENT OF COMMERCE
   (with delegated authority)

   By:
   Title:
   Date:

   Distribution:
   MN Dept. of Commerce, Accounting Dept.
   Grantee
   State's Authorized Representative (copy)
Grantee’s Duties

A. **Project Goal:** The Grantee will acquire and distribute energy education kits to support a program designed to combine classroom instruction with hands-on learning to teach children about how energy is produced and consumed, with a focus on renewable energy and energy efficiency. An energy expert will give a fun and interactive classroom presentation to fifth-graders, then each student will be given an energy education kit and worksheet to complete at home with his/her family. Students are awarded with a pizza party if more than 90% complete their worksheets.

B. The Grantee shall do all things necessary to complete the following tasks according to the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.</td>
<td>Select and purchase supplies/materials</td>
<td>06/30/2019</td>
</tr>
<tr>
<td></td>
<td>1.1. Acquire kits, supplies, and materials as outlined in budget.</td>
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</tr>
<tr>
<td></td>
<td><strong>Deliverable:</strong> Materials needed for project acquired during grant period.</td>
<td></td>
</tr>
<tr>
<td>Task 2.</td>
<td>Reporting/Invoicing (submit all reports/invoices via email by the 15th of July, 2019).</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>2.1. Schedule, as needed any update meetings with the State’s Authorized Representative to discuss project status, deviations to the project schedule, or any topic related to the project’s progress</td>
<td>07/15/2019</td>
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<td>2.2. On or prior to 07/15/2019 submit:</td>
<td></td>
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<tr>
<td></td>
<td>2.2.1 A report summary of the grant period’s work detailing progress made toward completing individual project tasks as well as any deviations from the project schedule.</td>
<td>07/15/2019</td>
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<td></td>
<td>2.2.2 An invoice and supporting documentation for allowable project expenses to the State for the preceding grant period’s work completed within the project scope; and</td>
<td></td>
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<tr>
<td></td>
<td>2.3. A budget overview for the preceding grant period’s expenses and expenses to date using the details in Exhibit B.</td>
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</tbody>
</table>

C. **Promotional Materials** All promotional and informational materials distributed by or for the Grantee shall contain the following statement: “This project was made possible by a grant from the U.S. Department of Energy and the Minnesota Department of Commerce,” unless this requirement is waived in writing by the State.
Grantee's Budget

Budget Expense Detail:
Allowable Expenses (per the approved application budget submitted with proposal): Materials and supplies.

Unallowable Expenses (but not limited to): Direct expenses not related to the project: i.e. salary, fringe, and administrative fees; sponsorships, food, drink, lobbying expenses, legal costs, and advertising.

Only allowable expenses will be reimbursed, if there are any questions as to whether an expense is allowable please contact either terrv.webster@state.mn.us or kari.moeller@state.mn.us.

<table>
<thead>
<tr>
<th>Categories</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Supplies</td>
<td>Up to $3,544.76</td>
</tr>
</tbody>
</table>

Grant Award: Up to $3,544.76

Special Rules Regarding Funding:
This Grant Contract's funding is made available within a federal grant cycle. As such, the funding source carries certain restrictions:

<table>
<thead>
<tr>
<th>Grant Period I</th>
<th>Rule</th>
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<tbody>
<tr>
<td>Contract Start Date – 06/30/2019</td>
<td>$3,544.76 in funding is allocated to be spent by June 30, 2019. Unspent funding from this source will not carry over into FY2020 which begins July 1, 2019.</td>
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Budget and Invoicing Instructions:
While a grantee may submit an invoice at any time within the grant period, there is a minimum of one required invoice submission for the period. The deadline for invoice submission is July 15, 2019. All expenses must be allowable and have occurred within the grant period in order to qualify for reimbursement.

Throughout the project, the Grantee may document expenses for reimbursement in the expense overview table (Exhibit C). The expense overview table can be included in the invoice submissions along with supporting documentation such as receipts including date of purchase emailed to energy.contracts@state.mn.us.

Upon full execution of the grant agreement, the State contract manager will send the grantee an electronic version of Exhibit C, an invoice template, and further invoicing instructions.
### Expense Overview

**Grant Period 1**: Must not exceed $3,544.76 (Contract Start Date - 06/30/2019)

<table>
<thead>
<tr>
<th>Expense Detail</th>
<th>Date of expense</th>
<th>Cost each</th>
<th>Total cost</th>
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<td><strong>TOTALS</strong></td>
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</table>

- Add rows as necessary
- Details such as date of purchase and copies of receipts or purchase orders are required with invoice submissions
- This table along with and invoice template will be sent as fillable forms after the execution of the grant agreement