



The City Council of the City of St. Charles welcomes you to its
 Regular Meeting of Tuesday, November 26, 2019 at 6:00 p.m.
 at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order 2. Pledge of Allegiance 3. Approval of the Agenda 4. Notices and Communications – 5. Review of Financials	
6. Special Assessment Public Hearing 7. Resolution #38-2019 Special Assessment	HOLD APPROVE
8. Ordinance #610 Sewer Rate Amendment (1 st Reading) 9. Ordinance #611 Water Rate Amendment (1 st Reading) 10. Resolution #39-2019 Cigarette Licenses 11. Resolution #40-2019 Liquor Licenses 12. Resolution #41-2019 Gas and Diesel Bids 13. Resolution #42-2019 Advanced Disposal Rates 14. St. Charles Volunteer Fire Recommendations 15. Snow Parking Exemption 16. Resolution #43-2019 Approving Sale to P&S Properties 17. Ordinance #612 Emergency Sale to P&S Properties 18. Minor Subdivision-P&S Properties 19. Purchase Agreement—P&S Properties 20. Temporary License to Access and Construct Improvements 21. DESCASD Board of Directors 22. Final Pay Request-Safe Routes To School 23. City Hall Holiday Closings	APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE APPROVE DISCUSS

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, November 26, 2019**

- 6. Special Assessment Public Hearing.** A special assessment hearing will be held for consideration of delinquent utilities.
- 7. Resolution #38-2019 Special Assessment.** See enclosed resolution for consideration.
- 8. Ordinance #610 Sewer Rate Amendment (1st Reading).** Please see the enclosed ordinance for consideration.
- 9. Ordinance #611 Water Rate Amendment (1st Reading).** Please see the enclosed ordinance for consideration.
- 10. Resolution #39-2019 Cigarette License.** Please see the enclosed resolution for consideration.
- 11. Resolution #40-2019 Liquor Licenses.** Please see the enclosed resolution for consideration.
- 12. Resolution #41-2019 Gas and Diesel Bids.** Please see the enclosed resolution for consideration.
- 13. Resolution #42-2019 Advanced Disposal Rates.** Please see the attached resolution for consideration.
- 14. St. Charles Volunteer Fire Recommendation.** Please see the enclosed Request For Council Action.
- 15. Snow Parking Exemptions.** The exemptions will be presented at Council.
- 16. Resolution #43-2019 Approving Sale to P&S Properties.** Please see the enclosed resolution for consideration. The legal description will be inserted for the property prior to execution.
- 17. Ordinance #612 Emergency Sale to P&S Properties.** Please see the enclosed ordinance for consideration.
- 18. Minor Subdivision-P&S Properties.** As part of the sale to P&S Properties, a minor subdivision is requested for the .51 acre parcel.
- 19. Purchase Agreement—P&S Properties.** Enclosed is the purchase agreement with P&S Properties for consideration.
- 20. Temporary License to Access and Construct Improvements.** The temporary license agreement is included for consideration as P&S Properties would like to prep the space for a pad by December 2nd. This form of agreement has been used previously with prior sales.
- 21. DESCASD Board of Directors.** The 2-year term on the DESCASD Board of Wayne Getz is set to expire January 1, 2020. The City of St. Charles is requested to fill the appointment.
- 22. Final Pay Request-Safe Routes To School.** Please see the enclosed final pay request for consideration for the Safe Routes To School project.
- 23. City Hall Holiday Closings.** It is requested that City Hall be closed at noon on Christmas Eve, Dec. 24th in advance of Christmas Day, December 25th. City Hall will be closed on Wednesday, January 1, 2020.

City of St. Charles

Resolution #38-2019

**RESOLUTION ADOPTING SPECIAL
ASSESSMENT FOR CURRENT SERVICES**

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

WHEREAS, the owner of said property (29.060.2040) 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 November 26, 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 this 26th day of November 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

City of St. Charles

Ordinance #610

**AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING
ST. CHARLES CODE - SEWER RATES AND REPEALING ORDINANCE #606**

**THE COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA DOES
ORDAIN (deleted material is enclosed in brackets; new material is underlined;
subsections which are not being amended are omitted):**

Section 1. Title V: Public Works: Chapter 52 Sewer, of the City Code of
St. Charles, Minnesota, be amended as follows:

§52.08 Sewer Rates

Subd. A. Residential sewer use shall be established annually by the
amount of water incurred.

Subd. B. The rates for residential, commercial and industrial
property are as follows:

- (1) ~~\$(15.38)~~ 15.76 base rate per user per month, for the first
meter in each residential household.
- (2) ~~\$(6.35)~~ \$6.70 District charge per 1,000 gallons
- (3) ~~\$(0.19)~~ 0.20 City charge per 1,000 gallons

Effective Date: This Ordinance shall take effect 30 days upon publication or on January
20, 2020, whichever is later.

Passed and adopted by the Council of the City of St. Charles, Minnesota this 10th day of
December, 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

CITY OF ST. CHARLES

ORDINANCE # 611

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,
AMENDING ST. CHARLES CODE - WATER RATES AND REPEALING ORDINANCE
#595

THE CITY OF ST. CHARLES DOES ORDAIN (deleted material is enclosed in brackets and stricken; new material is underlined; subsections which are not being amended are omitted):

Section 1. Title V: Public Works, Chapter 51 Water, of the City Code of St. Charles, Minnesota, be amended as follows:

§ 51.03 WATER RATES.

(A) *Base charge.* Each water user shall pay a base charge of (~~\$16.38~~) 16.79 per month during which water service is furnished.

(B) *Commodity charge.* Each water user shall pay a commodity charge (~~of \$3.32~~) per 1,000 gallons of water use for each billing period during which water service is furnished based on an incremental tier structure.

Water - Residential

Tier 1 (0 to 20,000 gallons): (~~\$3.35~~) 3.43/1,000 gallons
Tier 2 (20,001 to 80,000 gallons): (~~\$3.45~~) 3.54/1,000 gallons
Tier 3 (80,001 gallons and above): (~~\$3.55~~) 3.64/1,000 gallons

Water – Commercial/Industrial

Tier 1 (0 to 102,000 gallons): (~~\$3.35~~) 3.43/1,000 gallons
Tier 2 (Above 102,001 gallons): (~~\$3.45~~) 3.54/1,000 gallons

Section 2: This Ordinance shall take effect thirty days after its publication or on January 20th, 2020, whichever is later.

Adopted this 10th day of December, 2019 by the City Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator

Resolution #39-2019

A RESOLUTION APPROVING CIGARETTE LICENSES

WHEREAS, the following businesses have applied to the City of St. Charles for cigarette licenses for the year 2020:

Kwik Trip #754	160 East 6 th Street
Gurek, Inc.	518 West 6 th Street
Miller's Market	1337 Whitewater Avenue
Whitewater Travel Plaza	2850 Whitewater Avenue
DG Retail, LLC	1354 Whitewater Avenue

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 licenses for the above-named businesses:

Adopted by the Council of the City of St. Charles, Minnesota this 26th day of November 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

Resolution #40-2019

A RESOLUTION APPROVING LIQUOR LICENSE

WHEREAS, the following businesses have applied to the City of St. Charles for liquor licenses for the year 2020:

Moose Lodge #1114, 166 West 11th Street – Club On-Sale, Sunday Licenses
Whitewater Pub, 1148 Whitewater Avenue – On-Sale, Sunday Licenses
FM Perez, DBA Good Sport Liquor, 149 East 6th Street – On-Sale, Off-Sale, Sunday Licenses
DJ Liquor, 1415 Whitewater Avenue – Off-Sale License
Gurek, Inc., 518 West 6th Street – 3.2 Malt Liquor License
St. Charles Golf Course, 1920 Gladiola Drive – On-Sale, Sunday Licenses
The Garage Rentals, LLC, 361 West 5th Street – On-Sale 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 businesses.

Adopted by the Council of the City of St. Charles, Minnesota this 26th day of November 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

**CITY OF ST. CHARLES
RESOLUTION #41-2019**

**A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT
FOR 2020 MUNICIPAL GASOLINE AND DIESEL REQUIREMENTS**

WHEREAS, pursuant to a Request for Quotations for 2020 Municipal Gasoline and Diesel requirements, bids were received, opened and tabulated according to law, and the following bids were received complying with the request:

<u>GASOLINE</u>	<u>DISCOUNT GALLON</u>
Kwik Trip	.09
Whitewater Travel Plaza	.08

<u>DIESEL</u>	<u>DISCOUNT GALLON</u>
Whitewater Travel Plaza	.08

WHEREAS, upon tabulation of the bids with respect to the unleaded specifications, Kwik Trip is the lowest responsible gasoline bidder.

WHEREAS, upon tabulation of the bids with respect to the diesel specifications, Whitewater Travel Plaza is the lowest responsible diesel bidder.

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

The Mayor and City Administrator are authorized to enter into a contract with Kwik Trip for the 2020 Municipal Gasoline and Whitewater Travel Plaza for Diesel requirements beginning January 1, 2020.

Adopted by the Council of the City of St. Charles, Minnesota this 26th day, November, 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

**CITY OF ST. CHARLES
RESOLUTION #42-2019**

A RESOLUTION AMENDING THE GARBAGE AND RECYCLING RATE

WHEREAS, pursuant to City Waste Management System Contract an annual increase for garbage and recycling services will be established annually or as needed by city resolution in accordance to City Code 53.45 H(1987 Code, §410.11).

WHEREAS, the City of St. Charles acknowledges the 3.0% increase for refuse and 3.0% for recycling as follows:

ADVANCED DISPOSAL RATE INCREASE

**35 gallon cart service \$10.15 to \$10.45 for trash and \$3.50 to \$3.61 for recycling
65 gallon cart service \$11.39 to \$11.73 for trash and \$3.50 to \$3.61 for recycling
95 gallon cart service \$12.82 to \$13.20 for trash and \$3.50 to \$3.61 for recycling**

WHEREAS, in addition to the Advanced Disposal increase the City of St. Charles will charge .75 cents per month to each trash service in order to recover expenses associated with garbage collection service, bad debt, postage, and administrative time;

WHEREAS, the total **ADVANCED DISPOSAL RATE (not including applicable Solid Waste Mgmt. tax and a Winona County Surcharge) will be:**

**35 gallon cart trash service will be \$11.20 and \$3.61 for recycling
65 gallon cart trash service will be \$12.48 and \$3.61 for recycling
95 gallon cart trash service will be \$13.95 and \$3.61 for recycling**

WHEREAS, all single family residential dwellings and multi-unit apartment dwellings will be charged a .75 cents per month Compost fee, which is used to support the Compost Site and City Cleanup Day.

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

The new rates for garbage and recycling will go into effect January 1, 2020.

Adopted by the Council of the City of St. Charles, Minnesota this day, November 26, 2019.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator



Request for City Council Action

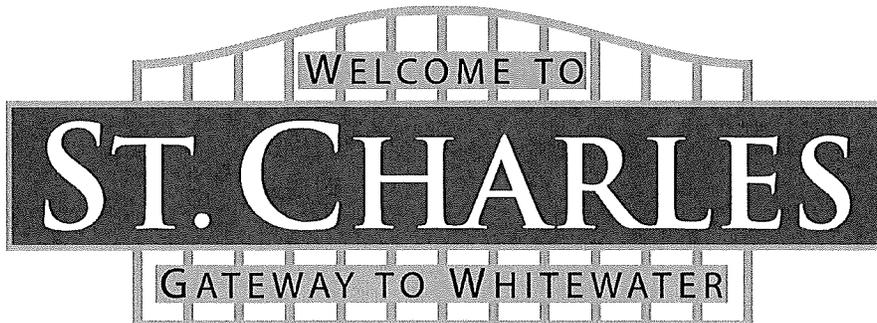
Date: November 21, 2019

Requested Council Date: November 26, 2019

Originating Department: Fire Department

Council Action Requested: Hiring two applicants

Background Information: Fire Chief Aaron Carlson respectfully requests two hires for the St. Charles Volunteer Fire Department to bring their numbers to 28 after upcoming retirements. Five candidates in total were interviewed and two were offered positions at this time. The two candidates requested are Shawn VanGundy and Alan Fox. Both applicants met the requirements and would be good additions to the department.



**CITY OF ST. CHARLES, MINNESOTA
CITY COUNCIL RESOLUTION #43-2019**

**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, AND DISPENSING WITH REVIEW OF THE SALE BY THE
ST. CHARLES PLANNING COMMISSION**

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

Lot 1, Block 3, Chattanooga Innovation Park, City of St. Charles, Winona County, Minnesota,

referred to herein as the “Property”; and

WHEREAS, the buyer of the Property, P&S Properties, LLC, (“Company”) is willing to purchase the Property from the City for \$33,323.40; 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 Company 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 emergency ordinance, Number #612, dated November 26, 2019, 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 same statute further states, however, that the city council may, by resolution

adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The City Council hereby finds that the proposed sale of the Property by the City of St. Charles has no relationship to the City's Comprehensive Plan, and therefore review of the proposed sale by the St. Charles Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED 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 Company and that Company record the same in the Office of the Winona County Recorder.

PASSED by the City Council of the City of St. Charles on this 26th day of November, 2019.

ATTEST

City Administrator

Mayor

VOTE: ___ SCHABER ___ BRAUN ___ GETZ ___ HILMER ___ KRAMER

CITY OF ST. CHARLES

ORDINANCE NO. 612

**AN EMERGENCY ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,
AUTHORIZING THE SALE OR REAL PROPERTY TO P&S PROPERTIES, LLC.**

Preamble: City Charter, Section 3.09, requires two readings of ordinances plus 30 days following publication before an ordinance becomes effective, except for emergency ordinances.

Charter, Section 3.06, Emergency Ordinances, provides in part as follows:

“An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health, morals, safety or welfare in which the emergency is defined and declared in a preamble thereto and is adopted by a vote of at least three of the voting members of the council.”

The buyer of the below described Property (“Property”), P&S Properties, LLC. (“Company”), has indicated that they need to close on the Property as soon as possible to meet their construction schedule set to start December 2, 2019, and that failure to meet said date could be detrimental to the sale of the Property and their ability to proceed with their commercial development project in the City’s business park.

Based on the above typical City ordinance adoption process in Charter and the additional unique requirement in the Charter that sale of City-owned property requires passage of such an ordinance, as opposed to the far more common passage of a resolution for the sale of property, the closing on the Property would be delayed as much as 60 days if the City follows the typical Charter procedures.

The City Council finds that it is in the public interest to sell the Property to Company and to facilitate the construction schedule of Company in order to allow the Project to move forward in the City’s business park and to forestall any negative consequences to the City and Company resulting from the delay caused by the general ordinance adoption procedure. The City has made considerable investment in the business park. The City finds that the ordinance delay resulting from following the typical ordinance adoption procedure could potentially jeopardize the Project and the City’s investment. As a result and to facilitate Company’s construction schedule, immediate consideration and action by the City Council is necessary pursuant to City Charter, Section 3.06, Emergency Ordinances, to preserve and protect the public welfare.

THE CITY OF ST. CHARLES DOES ORDAIN:

Section 1. The St. Charles City Council hereby authorizes the sale and conveyance of real property legally described as:

_____, **Chattanooga Innovation Park, City of
St. Charles, Winona County, Minnesota**

to P&S Properties, LLC. by quitclaim deed pursuant to the terms and conditions of sale set forth in that certain Vacant Land Purchase Agreement between the City and P&S Properties, LLC.

Section 2. This ordinance shall take effect immediately upon its adoption and shall be subsequently published.

Adopted this ____ day of _____, 2019 by the City Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator

Published:

Date: _____

VACANT LAND PURCHASE AGREEMENT

THIS AGREEMENT is made as of _____, 2019, between the City of St. Charles, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, Minnesota 55972 (herein the “Seller”), and P&S Properties, LLC, a Minnesota limited liability company, 1199 Equine Drive, St. Charles, MN 55972 (herein the “Buyer”); (collectively the “Parties”).

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 legally described property (the “Real Property”):
 - a. **Real Property.** The real property located in Winona County, Minnesota, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, and legally described as follows:

[insert legal description here]

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 is Thirty-Three Thousand Three Hundred Twenty-Three and 40/100ths (\$33,323.40) Dollars, which amount shall be paid as follows:
 - a. \$3,000.00 as earnest money; receipt of which is hereby acknowledged by Seller; and
 - b. \$30,323.40 cash, on the Closing date.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on or before December 31, 2019 (the “Closing Date”), 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 subject to the contingencies and other terms and conditions contained herein being satisfied. 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”):

i. Quit Claim Deed. Attached hereto and made a part hereof as Exhibit B is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based. The Quit Claim Deed shall contain the following restrictions, covenants, and conditions:

1. The Real Property herein conveyed shall be devoted to the following use: commercial.
2. The Real Property shall be devoted to such intended use in accordance with the provisions of the Deed.
3. The Buyer shall (a) commence work on the improvements on or before December 2, 2019, and (b) shall devote the Real Property to its intended use, and (c) shall devote the Real Property to its intended use by August 1, 2020. If the Buyer fails to commence work on time or fails to devote the Real Property to its intended use, or fails to devote the Real Property to its intended use on time, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Real Property without the express written consent of Seller.

After the Buyer has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property, submitted to the Seller, the Seller shall provide to Buyer a certificate of compliance / completion in recordable form within 30 days from the determination thereof by Seller.

4. The Buyer shall not transfer title to the real property within five (5) years after the date of the Deed without the express written consent of the Seller; such consent shall not be unreasonably withheld, conditioned or delayed.
5. Any transfer of title to the Real Property made pursuant to the provisions of paragraph 4 hereof shall be made only to a purchaser who demonstrates to the satisfaction of Seller that such purchaser has the ability to perform in place of Buyer.

- ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
 - iii. 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.
 - iv. 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"):
 - i. Purchase Price. The Purchase Price, by check or wire transfer.
 - ii. 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 prior to or on the Closing Date:
- a. On the Closing Date, title to the Real Property shall be acceptable to Buyer subject to and in accordance with the provisions of Section 8 regarding title examination.
 - 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.
 - d. Prior to the transfer of title of the Real Property, the Buyer shall submit to the Seller final plans and specifications for the development of the Real Property; no transfer shall be made unless and until such plans are approved in writing by the Seller. The detail of the plans and specifications shall be such as will enable the Seller to determine with reasonable certainty that the project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended use.
 - e. Buyer has closed on Buyer's financing and provided to Seller a document signed by the Buyer's bank or other financial institution demonstrating that Buyer has closed and obtained financing to construct and complete the development project on the Real Property.

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. **PURCHASE, AS-IS.** The Real Property described in this Purchase Agreement is being sold in an “as is” and with “all faults” condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. 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 or use), (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 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.

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

- i. “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
- ii. “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.

- iii. "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).

6. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.

7. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and 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 and any special assessments payable in the year 2019 shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith in 2020 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.

8. **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:
 - i. Buyer may accept title to said Real Property subject to said objections; or
 - ii. 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.

- 9. **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 writing executed by the Parties.
- 10. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 11. **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.
- 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: John Pearson and John Stemper
P&S Properties, LLC
1199 Equine Drive
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. **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).

15. **MISCELLANEOUS PROVISIONS.**

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- c. **Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
 - d. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.
 - e. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
 - f. **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.
 - g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other Party in order to complete the transactions contemplated by this Agreement.
 - h. **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.
16. **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.

Remainder of this page intentionally left blank.

**TEMPORARY LICENSE TO ACCESS AND CONSTRUCT IMPROVEMENTS
ON PROPERTY TO BE SOLD**

This License Agreement (“License” or “Agreement”) is made as of the 26th day of November, 2019, by and between the City of St. Charles, a municipal corporation under the laws of the State of Minnesota (“City” or “Licensor”), and P&S Properties, LLC., a Minnesota limited liability corporation (“Licensee”).

WHEREAS, the City wishes to sell and Licensee wishes to purchase vacant land located in the City of St. Charles, Winona County, Minnesota, legally described as follows:

-----**Chattanooga Innovation Park, City of St. Charles, Winona
County, Minnesota**

(the Property); and

WHEREAS, the City and Licensee have executed a Purchase Agreement, dated November 26, 2019 pertaining to the Property; and

WHEREAS, the City and the Licensee have also agreed upon a purchase agreement for the sale of the Property to the Licensee and the same has been executed by Licensee and approved by the City Council for execution; and

WHEREAS, pursuant to Section 12.05 of the St. Charles City Charter, no property may be disposed of by the City absent an ordinance approving such disposition; and

WHEREAS, the Licensee wishes to break ground on construction of improvements to the Property on December 2, 2019; and

WHEREAS, due to unforeseen delays and procedural requirements for ordinance adoption, closing on the Property cannot occur until after December 2, 2019; and

WHEREAS, Pursuant to the terms and conditions herein, City desires to allow the Licensee to begin construction of improvements upon the Property following execution hereof prior to closing on the Property and also desires to close on the Property as soon as possible.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **LICENSE.** Subject to the Licensee receiving all applicable and required permits and approvals for its Project on the Property, the City hereby grants to Licensee a license to access the Property prior to closing on the sale thereof **for construction**

purposes for their new building and improvements on the Property, including but not limited to site preparation, for the Project pursuant to those plans and specifications and applicable permits that are required and have been approved by the City. The license granted to the Licensee herein shall be exclusive, except that the City shall have the right to access the Property or permit agents of third-party owners of utility facilities on the Property to access the Property for the purpose of maintaining, repairing or relocating existing utility facilities therein as necessary. Any such access by the City or any third party shall be coordinated with the Licensee to the fullest extent possible under the circumstances. The Licensee may enter into agreements and contracts for relocation or removal of utilities on the Property.

2. **TERM.** This License shall commence on the date of approval of this Agreement by the City Council and following execution by both parties, and shall terminate upon closing of the sale of the Property by the City to Licensee. In the event the sale of the Property does not close by December 31, 2019, this License shall expire without further action by the City Council and all work on the Project upon the Property by Licensee shall cease effective therewith, unless the License term is otherwise extended by action of the City Council or the City Administrator prior to said date. If the sale fails to close for any reason such that the sale of the Property does not occur, the City shall not be liable for any costs or expenses incurred by the Licensee related to the same or for any improvements made by the Licensee on the Property, and the City may require, at the City's option, removal of said improvements and/or require the Licensee to restore the Property to its pre-License original condition at Licensee's cost and expense. In such event of failure to close and should the Licensee not comply with the foregoing as directed by the City, the City may remove or restore as proved above herein and invoice the Licensee for such costs with reimbursement by the Licensee to the City required within 30 days of the date of an invoice from the City to the Licensee.
3. **CONDITION OF PREMISES NOT WARRANTED.** The City does not warrant that the Property is suitable for the purposes for which it is permitted to be used under this Agreement, and the Licensee assumes all risk and liability with respect to its activities within and use of the Property, except as explicitly set forth in this Agreement or in the Development Agreement. The City shall have no responsibility with regard to any failure of or damage to the Licensee's improvements within the Property.
4. **COVENANTS TO INDEMNIFY AND HOLD HARMLESS.** Licensee shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Property. Licensee shall defend City against the foregoing, or litigation in connection with the foregoing, at

Licensee's expense, with counsel reasonably acceptable to City. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this License.

5. **WAIVER AND ASSUMPTION OF RISK.** Licensee further knows, understands and acknowledges the risks and hazards associated with using the Property for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee as a result of using the Property or any of Licensee's activities or improvements thereon, and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related to the Property, the improvements thereon, or the Licensor's maintenance, repair or other work conducted within the Property by the Licensee or any other third party, except those resulting from the negligence or intentional misconduct of the Licensor.
6. **INSURANCE.** The Licensee, before undertaking any work on the Property, shall have itself, if it will be performing Project work on the Property, or will require that its contractors maintain in effect, bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04 or the amount stated in the Licensee's or contractor's insurance certificate, whichever is greater.
7. **MECHANIC'S LIENS.** The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Property during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.
8. **ATTORNEYS' FEES.** If any action at law or in equity shall be brought by Licensor on account of any breach of this License Agreement by Licensee or for the recovery of the possession of the Property, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

9. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
10. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
11. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
12. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.
13. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this agreement.
14. MODIFICATION OF AGREEMENT. Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.
15. NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY. Nothing contained in this License Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensor and the Licensee.
16. CUMULATIVE RIGHTS. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensor or the Licensee is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
17. COMPLIANCE WITH LAWS. Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Licensee is responsible.
18. NO WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of

that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

19. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
20. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
21. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the date first above mentioned.

LICENSEE: P&S PROPERTIES, LLC.

Date: _____

By: _____
John Pearson, Its President

By: _____
John Stemper, Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

This instrument was acknowledged before me on _____, 2019, by John Pearson, the President, and John Stemper, the Vice President of P&S Properties, LLC.

(Notary Seal)

Notary Public

LICENSOR: 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 _____, 2019, by John Schaber, the Mayor, and by Nick Koverman, the City Administrator of the City of St. Charles, Minnesota.

(Notary Seal)

Notary Public

Dover, Eyota, St. Charles Area Sanitary District

P.O. Box 396
St. Charles, Minnesota 55972
Phone: (507) 932-4171
email: district@hbesc.net

November 1, 2019

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

Dear Mr. Koverman:

On January 1, 2020, the term of office which Wayne Getz is serving on the Board of Directors of the Dover Eyota St. Charles Area Sanitary District will expire.

The City of St. Charles will need to appoint a person for a two-year term.

Please sign, affix seal and return two copies of the Certification of Selection before our regular District meeting on January 21, 2020.

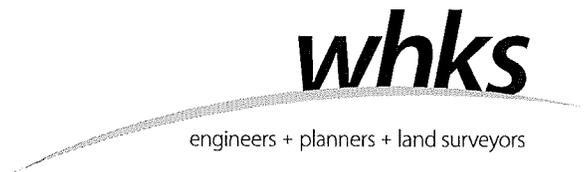
Sincerely,



Cathy Kennedy

enclosures

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



November 22, 2019

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
Final Pay Request No. 6

Dear Kyle:

Enclosed is the Final Pay Request No. 6 for work on the above referenced project. We recommend the City accept the project and make final payment the amount of \$5,290.58 to:

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

Acceptance by the City Council will initiate the start of the two-year maintenance bond, as specified in the contract documents.

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink that reads 'D.D. Sikkink'. The signature is written in a cursive, flowing style.

Daren D. Sikkink, P.E.

DDS/cpf

Enclosure

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

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



engineers + planners + land surveyors

FINAL 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: 10/31/2019
 Final Estimate #: 6
 % Complete: 103.7%

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	1	0	1	\$ 39,444.00
2101.502	Clearing	3	Tree	\$ 100.00	2	0	2	\$ 200.00
2101.507	Grubbing	3	Tree	\$ 100.00	2	0	2	\$ 200.00
2104.501	Remove Curb and Gutter	1,080	LF	\$ 5.00	1080	0	1,080	\$ 5,400.00
2104.501	Remove Sewer Pipe (Storm)	296	LF	\$ 17.65	300	0	300	\$ 5,295.00
2104.503	Remove Concrete Walk	7,266	SF	\$ 1.00	7383.2	0	7,383.2	\$ 7,383.20
2104.505	Remove Concrete Driveway Pavement	35	SY	\$ 11.60	24	0	24	\$ 278.40
2104.505	Remove Bituminous Driveway Pavement	102	SY	\$ 8.65	102	0	102	\$ 882.30
2104.505	Remove Bituminous Pavement	4,931	SY	\$ 3.00	5134	0	5,134	\$ 15,402.00
2104.505	Remove Concrete Pavement	281	SY	\$ 10.60	915	0	915	\$ 9,699.00
2104.509	Remove Manhole or Catch Basin	13	Each	\$ 580.00	13	0	13	\$ 7,540.00
2104.602	Relocate Bench	1	Each	\$ 300.00	0	0	0	\$ -
2105.541	Stabilizing Aggregate (CV)	400	CY	\$ 29.00	80	0	80	\$ 2,320.00
2105.607	Haul & Dispose of Contaminated Material	100	CY	\$ 31.00	0	0	0	\$ -
2108.501	Excavation - Common	1,800	CY	\$ 14.00	1,991	0	1,991	\$ 27,874.00
2211.503	Aggregate Base (CV) Class 5	1,018	CY	\$ 25.50	1303	0	1,303	\$ 33,226.50
2360.501	Type SP 12.5 Wearing Course Mix (3,C)	1,073	Ton	\$ 82.97	970	0	970	\$ 80,480.90
2451.503	Granular Backfill (LV)	50	CY	\$ 20.00	0	0	0	\$ -
2503.511	12" RC Pipe Sewer	128	LF	\$ 55.00	137	0	137	\$ 7,535.00
2503.511	15" RC Pipe Sewer	46	LF	\$ 60.00	66	0	66	\$ 3,960.00
2503.511	18" RC Pipe Sewer	171	LF	\$ 55.00	205	0	205	\$ 11,275.00
2503.511	21" RC Pipe Sewer	4	LF	\$ 125.00	5	0	5	\$ 625.00
2503.511	24" RC Pipe Sewer	46	LF	\$ 85.00	8	0	8	\$ 680.00
2503.602	Connect to Existing Storm Sewer	13	Each	\$ 665.00	11	0	11	\$ 7,315.00
2504.602	Adjust Valve Box (Water)	3	Each	\$ 415.00	5	0	5	\$ 2,075.00
2506.502	Construct Drainage Structure Type 1	8	Each	\$ 2,100.00	8	0	8	\$ 16,800.00
2506.502	Construct Drainage Structure Type 4	5	Each	\$ 3,400.00	5	0	5	\$ 17,000.00
2506.502	Construct Drainage Structure Design SD	1	Each	\$ 2,800.00	1	0	1	\$ 2,800.00
2506.522	Adjust Frame and Ring Castings	3	Each	\$ 975.00	3	0	3	\$ 2,925.00
2511.515	Geotextile Fabric, Type V	4,360	SY	\$ 1.00	5014	0	5,014	\$ 5,014.00
2521.501	4" Concrete Walk	6,182	SF	\$ 5.15	6711	0	6,711	\$ 34,561.65
2521.501	4" Concrete Walk Special (Red Color)	3,190	SF	\$ 6.90	3190	0	3,190	\$ 22,011.00
2521.501	6" Concrete Walk	2,496	SF	\$ 8.75	1971.76	0	1,971.76	\$ 17,252.80
2531.501	Concrete Curb & Gutter Design B624	1,627	LF	\$ 14.00	1791	0	1,791	\$ 25,074.00
2531.502	Concrete Curb Design V10	44	LF	\$ 35.00	19	0	19	\$ 665.00
2531.507	6" Concrete Driveway Pavement	40	SY	\$ 67.55	32	0	32	\$ 2,161.60
2531.507	7" Concrete Driveway Pavement	42	SY	\$ 70.70	17	0	17	\$ 1,201.90
2531.604	8" Concrete Valley Gutter	18	SY	\$ 69.30	24	0	24	\$ 1,663.20
2531.618	Truncated Domes	184	SF	\$ 50.00	184	0	184	\$ 9,200.00
2563.601	Traffic Control	1	LS	\$ 5,000.00	1,46861	0	1,46861	\$ 8,664.80
2564.602	Install Sign	12	Each	\$ 100.00	12	0	12	\$ 1,200.00
2564.602	Furnish Type C Sign	12	Each	\$ 100.00	12	0	12	\$ 1,200.00
2565.616	Pedestrian Crosswalk Flasher System	2	System	\$ 19,377.00	2	0	2	\$ 38,754.00
2573.502	Silt Fence, Type SD	50	LF	\$ 10.00	0	0	0	\$ -
2573.530	Storm Drain Inlet Protection	14	Each	\$ 250.00	14	0	14	\$ 3,500.00
2573.535	Stabilized Construction Exit	1	LS	\$ 1,800.00	0	0	0	\$ -
2474.525	Common Topsoil Borrow (LV)	200	Cy	\$ 33.00	150	289	439	\$ 14,487.00
2575.505	Sodding Type Lawn	1,653	SY	\$ 7.50	1875	0	1,875	\$ 14,062.50
2582.502	4" Solid Line Epoxy	1,060	LF	\$ 1.60	1060	0	1,060	\$ 1,696.00
2582.502	12" Solid Line Epoxy	24	LF	\$ 9.50	24	0	24	\$ 228.00
2582.502	4" Broken Line Epoxy	30	LF	\$ 1.60	30	0	30	\$ 48.00
2582.503	Crosswalk Epoxy	612	SF	\$ 4.20	612	0	612	\$ 2,570.40

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



engineers • planners • land surveyors

FINAL 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: 10/31/2019
 Final Estimate #: 6
 % Complete: 103.7%

Item No.	Item	Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
Total Work Completed								\$ 513,831.25
Change Order #1								
2521.501	4" Concrete Walk Special (Red Color)	3,552	SF	\$ 6.90	3552	0	3,552	\$ 24,508.80
Change Order #2								
	Manhole and Catch Basin Lining	1.00	LS	\$ (6,782.25)	0.00	1.00	1.00	\$ (6,782.25)

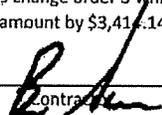
Total Work Completed plus Change Orders \$ 531,557.80
 Supplemental Agreement 1 (Conduit) \$ (2,500.00)

*Subtotal \$ 529,057.80
 Less 0% Retainage \$ -
 Less Previous Payments \$ (523,767.22)

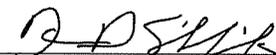
Net Payment this Estimate \$ 5,290.58

* The subtotal amount includes change order 3 which rectified the original estimated contract quantities versus the actual constructed quantities. Change order 3 increased the overall contract amount by \$3,414.14. The actual constructed quantities are shown in the column "Quantity Completed to Date".

Agreed to by:


 Brian Schumacher-Vice President
 Title Date 11-22-2019

Recommended for Approval


 Daren Sikkink, P.E.
 Date 11-22-19