



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, October 14, 2014 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. October 14, 2014 Agenda	APPROVE
4. Meeting Minutes	APPROVE
-September 9, 2014	
-September 23, 2014	
-September 29, 2014	
5. October Payables	APPROVE
-Final Pay Request-4 th Street Project	
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
7a. Administrator's Report, Nick Koverman	
7b. Public Works Superintendent Report, Kyle Karger	
7c. Chief of Police Report, Ken Frank	
7d. Library Board Report, Dave Braun (TBD)	
7e. EDA Report, Wayne Getz	
7f. Park Board, Orv Dahl	
7g. School Board, John Schaber (TBD)	
7h. Project Fine, Bill Spitzer	
8. Ordinance #570 Vacation of Drainage Easement (Whitewater Industrial 2 nd)	2 nd READING
9. Memorandum of Understanding-Winona Cooperative Weed Mgt.	APPROVE
10. Ziegler Engine Warranty Extension	APPROVE
11. 2015 Preliminary Enterprise Budgets	DISCUSS
12. Resolution #37-2014 Authorizing PERA Part-time	APPROVE
13. Resolution #38-2014 Local Board Powers Reinstated	APPROVE
14. Resolution #39-2014 Authorizing Membership in UMMEG	APPROVE
15. Ordinance #571 Amending Mayor and Council Salaries	1 st READING
16. Commercial Rehab Request #07-14	APPROVE

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

ADJOURNMENT

***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, October 14, 2014**

- 8. Ordinance #570 Vacation of Drainage Easement.** The 2nd reading for the vacation of the drainage easement will be held for approval.

- 9. Memorandum of Understanding-Winona Cooperative Weed Management.** A final copy of a Memorandum of Understanding and its goals are outlined and included for consideration.

- 10. Ziegler Engine Warranty Extension.** Please see the enclosed Request For Council Action for consideration.

- 11. 2015 Preliminary Enterprise Budgets.** Enclosed is a memorandum outlining the proposed 2015 Enterprise Budgets (Ambulance, Water, Sewer, Electric, Solid Waste). As part of the preliminary discussion, staff has also put together a proposal to complete the meter replacement and will review that proposal with Council.

- 12. Resolution #37-2014 Authorizing PERA Part-time.** A resolution is enclosed for consideration.

- 13. Resolution #38-2014 Local Board Powers Reinstated.** A resolution for consideration regarding the reinstatement of the Local Board of Appeals is required.

- 14. Resolution #39-2014 Authorizing Membership in Upper Midwest Municipal Energy Group.** The resolution authorizes the participation in what is formally UMMPA. The group has reorganized under Wisconsin statutes which is now permitted. This move will allow the group to operate more efficiently. A copy of the contract is also included for consideration and approval.

- 15. Ordinance #571 Amending Mayor and Council Salaries.** A first reading of Ordinance #571 will be held.

- 16. Commercial Rehab Request #07-14.** Please see the enclosed EDA request.

MINUTES of the ST. CHARLES CITY COUNCIL
For Tuesday, September 9, 2014 held at 6:00 p.m. at
830 Whitewater Avenue
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:
John Schaber
Orv Dahl (absent)
Wayne Getz
Bill Spitzer (absent)
Dave Braun

STAFF PRESENT:

Nick Koverman (City Administrator).

OTHERS IN ATTENDANCE: Dan White, and Craig Hilmer (Press).

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor ProTem John 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: **Wayne Getz**

No Discussion.

Motion carried.

4. MEETING MINUTES:

-August 7, 2014

Motion to approve: **Dave Braun**

Motion carried.

-August 14, 2014

Motion to approve: **Wayne Getz**

No discussion.

Motion carried.

-August 26, 2014

Motion to approve: **Dave Braun**

No discussion.

Motion carried.

5. APPROVAL of the SEPTEMBER PAYABLES

Motion to approve payables: **Wayne Getz**

6. Notices and Communications.

7. Reports of Boards and Committees: Various reports were given.

8. Resolution #32-2014 Approving EDA Levy Request. Admin. Koverman highlighted the Economic Development Authorities Levy Request in the amount of \$34,086. This amount was an increase to prior year which indicated the tax capacity of the city had increased slightly. A motion to approve resolution #32-2014 was made.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

9. Resolution #33-2014 Approving the Preliminary 2015 Tax Levy. Administrator Koverman relayed that the preliminary tax levy amount would show a 2.65 percent increase over the previous year, but that Council had requested the ability to reduce the amount. He relayed that it could be accomplished and reminded the Council that the preliminary proposal could be reduced if the Council elected to do so. Clm. Schaber relayed how it was preliminary and that it was a good first start. A motion was made to approve Resolution #33-2014

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

10. Rehabilitation Loan Request #06-14. Admin. Koverman reviewed three projects from Shannon Huelskamp requesting \$7,704, David's Small Engine for \$10,000, and Aaron Carlson & Chattanooga Land, Inc. for \$10,000. Each participation would be at least 50 percent of the total project costs, but in two of the cases the private investment exceeded the requested amount. The 5 year forgivable loan is made possible because of the Rochester Sales Tax dollars. The EDA reviewed all three of the projects and recommended approval of the projects. A motion was made to approve the request as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

11. Truth In Taxation Date-December 9, 2014. The Truth In Taxation meeting date was set for Tuesday, December 9, 2014 as part of the regular council meeting.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

12. Resolution #31-2014 Providing for Special Home Occupation Permit—Stephanie Nuttall. Admin. Koverman briefly reviewed memo provided to the Planning & Zoning regarding the requested Special Home Occupation Permit. The P&Z had reviewed the requested and recommended approval along with the findings attached within the resolution. A motion was made to approve the resolution as presented.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

UNSCHEDULED PUBLIC APPEARANCES:

Dan White-

Clm. Braun stated he received a call regarding speeders in the Meadowview Addition. He relayed that he would get more information and let Administrator Koverman know in order to follow up with the Chief of Police.

Motion to adjourn at 6:22 p.m.

Motion to approve: **Wayne Getz**

Motion declared carried.

John P. Schaber, Mayor Pro Tem

Attest:

Nick Koverman, City Administrator

MINUTES of the ST. CHARLES CITY COUNCIL
For Tuesday, September 23, 2014 held at 6:00 p.m. at
830 Whitewater Avenue
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

John Schaber

Dave Braun

Orv Dahl

Wayne Getz (absent)

Mayor Bill Spitzer

STAFF PRESENT:

Nick Koverman (City Administrator) and Nate Anderson (WHKS Engineering), Ken Frank (Chief of Police).

OTHERS IN ATTENDANCE: David Kramer, Skip Fort, Cathy Groebner, and Dan White.

1. ESTABLISH QUOROM/CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL of the AGENDA: Add: 18). ECI Request, 19). Special Council Meeting-September 29, 2014

Motion to approve the agenda: **Dave Braun**

No discussion.

Motion carried.

4. Notices and Communications. None

5. Review of Financials. No discussion.

6. Public Hearing-Proposed Utility Special Assessment.

Motion to open the public hearing at 6:01 p.m.: **John Schaber**

No further discussion.

Motion carried.

Administrator Koverman explained that this is generally the time that outstanding utility accounts are rectified and/or put on the County Assessor's tax roles. With this hearing, the council was only considering one utility in the amount of \$443.64. Mayor Spitzer called once, twice, three times for anyone to come and speak on behalf of the delinquent account. Hearing none, he called for a motion to close the public hearing at 6:04 p.m.

Motion to close the public hearing at 6:04 p.m.: **Orv Dahl**

No further discussion.

Motion carried.

7. Resolution #32-2014 Approving Utility Special Assessment.

Motion to approve: **Orv Dahl**

No further discussion.

Motion carried.

8. Public Hearing-Vacation of Drainage Easement (Whitewater Industrial Park 2nd).

Motion to open the public hearing at 6:06 p.m.: **Dave Braun**

No further discussion.

Motion carried.

Admin. Koverman discussed the 5' public drainage easement that existed on both the north and south property line of the property owned by OMNI Holdings and NRB Metals. As part of the title opinion, it was requested that

they city vacate the drainage easement that separated the two properties. The owner was in favor of the vacation and all water issues had addressed through the construction/design process. Mayor Spitzer called for comment once, twice, three times. Hearing none, he called for a motion to close the hearing at 6:07 p.m.

Motion to close the public hearing: **John Schaber**

No further discussion.

Motion carried.

9. Ordinance #570 Vacating Drainage Easement (Whitewater Industrial 2nd). The first reading was conducted.

A motion to approve the first reading was made.

Motion to approve: John Schaber

No further discussion.

Motion carried.

10. Dangerous Dog Ordinance. Police Chief Ken Frank highlighted recent incidents of dog attacks that ranged from classifications of potentially dangerous dogs to in fact citing a dog as a dangerous dog. He explained that over his 14 months as the Chief of Police that he has had several issues, but was reviewing what the accepted or norm was for the community. In reviewing the ordinance he has noted several issues and limitations to the enforcement of dangerous dogs. He identified one of the issues with respect to classification of a potentially dangerous dog as effectively not having any teeth to the ordinance. A clear definition of what a proper enclosure is also troubles the Chief Frank. He questioned what is a suitable age to control a dog. He even asked about the possibility of restricting the number of animals. He explained that he felt now was the time to educate the public on current leash laws, provide more patrolling of this issue by officers, alert people of the availability of a dog park, review and amend the ordinance of 1997, and look at when the city can and cannot remove a dog. Mayor Spitzer briefly highlighted the dangerous dog state statute and explained how he felt it was very restrictive and cautioned the Council on how many dogs would be labeled as a dangerous dog. Chief Frank highlighted again recent issues of dogs breaking off leashes and various offenses that he felt jeopardized public safety and the need to be restrictive. Clm. Dahl expressed his concerns if dogs are biting people. Clm. Braun expressed his concern of mislabeling dogs if being provoked and on private property. Mayor Spitzer asked Chief Frank if he could bring back proposed suggested changes to the ordinance. Clm. Schaber agreed to clean up the language and finding a middle ground. Pastor Heather Klason then addressed the Council and recounted her recent involvement following her own dog attack incident. She expressed that she also felt the police department was handicapped with how the ordinance read. She expressed her concern that she no longer feels safe to walk the streets. Her goal is to help provide assurances for the future so that similar incidents don't affect other community members. Mayor Spitzer asked about possible statistics to show the number of warnings issued. With the addition of LETG, Chief Frank explained that this will now be more easily accessible and that he would work to bring numbers back. The issue of a fee schedule was also discussed briefly. The question of issuing administrative citations was asked. Much of the process is in place, but with the switch over to e-citations it was delayed until that could be sorted out. Skip Fort commented on dogs located next to one of his properties. A brief discussion was held with respect to boarding fees. Mayor Spitzer then finalized the discussion that Chief Frank would come back to the Council with some proposed changes.

11. Fort Culvert Project. Admin. Koverman highlighted a letter that was received from Skip Fort regarding the Council's proposed resolution to the drainage issue located at his property. It requested that any decision be postponed until the first of the year, but that in the spring of the year the emergency ditch on the west side be reopened in case of flooding. Clm. Schaber expressed that he had spoken with Mr. Fort and confirmed with him what it was in fact he was requesting. Mr. Fort restated that it was the tail of the west end of what was the overflow channel that he wanted to be reopened. Clm. Schaber expressed that if it was not on the city's property that the temporary construction easement would be required. Mr. Fort then expressed that he might be able to do the work with his own equipment. Mayor Spitzer then reviewed the funds that have been expended to date regarding the issue. In total, the fees associated with the issue totaled \$11,170. He stated the fact that it was requested to fix the problem and now after spending \$11,170 that the Council not fix the problem and postpone. Mayor Spitzer questioned the Council on the liability issue of not doing anything. He then questioned what happens after the first of the year and would the Council use the information already gathered as a potential solution or expend additional funds. Clm. Schaber expressed that he did not feel the costs would be incurred again, but does not believe they are recoverable either. He also felt that it was expressed by legal counsel that it would not be a liability to the city if the owner has elected to postpone the project. A motion was made to accept that the owner does not wish to do anything

at this time and that the city revisit the issue in the spring and do our due diligence not to spend any more money than we need to spend.

Motion to approve: **John Schaber**

No further discussion.

Mayor Spitzer voted against stating he believes the Council should fix the problem.

Motion carried 3-1.

12. Resolution #35-2014 Wellhead Protection Plan Part 2. Nathan Anderson of WHKS addressed the Council stating that the full plan was presented for questions/approval. He highlighted various areas that outlined the City's commitment to the plan and steps to be taken. No questions were asked. A motion to accept resolution #35-2014 was made.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

13. Resolution #34-2014 Supporting an Application to DNR Legacy Grant. Admin. Koverman updated the Council regarding the status of the 2008 FRTP grant. DNR staff had contacted the City to request a letter to withdraw from the grant as a sufficient timeline did not exist to complete the grant contract and construction. Koverman relayed that he had worked with engineering staff and DNR representatives to determine the next best course of action and their support. It was suggested to apply for the DNR's Legacy Trail Grant. They would provide letters of support, but no guarantee of success could be given. It was made clear, Koverman reiterated, that the timeline for an October 1 completion date was not feasible according to the DNR staff. In addition, a limited window existed for the Legacy program in which this will be the last year that the DNR will control the process. It was recommended that the City make application for the Legacy program and the resolution would support that application. Clm. Dahl expressed that we have come so far and if this was the next best step he felt the City should take it. Council concurred. A motion was made to approve Resolution #34-2014.

Motion to approve: **Orv Dahl**

No further discussion.

Motion carried.

14. 2015 Budget. Admin. Koverman provided a brief update with regard to the request to Winona County regarding the EMS building funds. While the item was tabled at the County Commissioners meeting on the 9th of September, Koverman had requested a resolution on the 23rd. They would meet to discuss, but all indications with the County budget and policy was that the request would be denied. Alternatives of funding options were offered to the County Board for consideration, but it was not believed the request would move forward. Marketing of the building will move forward by the Fire Relief and Ambulance. Koverman turned the discussion to a prior budget item regarding Council salaries. In his research he found that the current salary was average. He noted that many cities utilize a meeting stipend system for additional meetings that ran outside of Council meetings that ranged from \$25-\$60. This was a point that had been discussed several years ago as a way to entice members to attend additional meetings outside of the community. However, there are many meetings such as sanitary district, EDA, Park Board, Library Board that are additional as well. The council discussed how they felt that those meetings in town were part of their regular duties and that the meeting stipend would be for meetings outside of city limits. Koverman discussed how this stipend would offset, but not totally pay for Councilman who might have to take off of work to attend a meeting. He highlighted various meetings attended by the mayor whether it be the Highspeed Rail Commission, Winona County Emergency Committee, or one of the many others. It would offset time away from work and lost wages. A \$50 per diem was suggested, but after discussion the Council agreed and motioned on \$35 per meeting stipend outside of city limits. Admin. Koverman will draft an ordinance for adoption.

Motion to approve: **John Schaber**

No further discussion.

Motion carried.

15. Water Truck-Ford Replacement Program. Admin. Koverman presented an option to the City Council to enroll the City Water Truck in the Ford replacement program. The 2013 with 9,000 miles would be enrolled and would receive the same benefits of no maintenance/tire replacements, etc. that would be the benefit of annual replacement. The initial cost in order to enroll the vehicle with a 2015 would be the difference between the value of the 2013 and the 2015 which was \$1,781. The cost to continue to trade in the vehicles following the initial year

should be minimum if not zero. Clm. Schaber expressed that he thought it made sense before and for the minimal upgrade cost it made sense. Clm. Dahl agreed. A motion was made to proceed with enrolling the water truck into the Ford replacement program.

Motion to approve: **John Schaber**

No further discussion.

Motion carried.

16. SMIF Speak Out. Admin. Koverman highlighted the Southern Minnesota Initiative Foundation's Speak Out program November 15 in Red Wing, Minnesota. This partnership is where the projects for regional initiative will be discussed and considered. The asset mapping process will be used to flush out projects of regional significance.

17. Lighthouse Gods Food Program. Mayor Spitzer highlighted a request and program that was brought to his attention to package 100,000 rice meals of which 20 percent would be donated to the local food shelf. They have asked the city to help gauge interest and support. They would require 800 people or about 200 people a shift. The event would be an all day event. Clm. Braun expressed his willingness to help as did his fellow councilmen. They talked about the end of October beginning of November as a possible timeline. Contacts would be made with the school, churches, and other groups. Council concurred with the idea.

18. ECI Request. A request was reviewed to house books in the lobby area of CityHall for children. Various language books will be offered and the program is through the partnership that the city has with the Early Childhood Initiative. A motion was made to approve the request.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

19. Special Council Meeting Date. Mayor Spitzer requested possible dates for a special council meeting that was being set as part of a hearing for a dangerous dog declaration. The meeting will be September 29 at 6 p.m. Admin. Koverman explained that information for the proceeding would be provided prior to the event. A motion was made to approve the date and time of Monday, September 29 at 6 p.m.

Motion to approve: **John Schaber**

No further discussion.

Motion carried.

UNSCHEDULED PUBLIC APPEARANCES

-Marti Ellinghuysen addressed the Council and added to the snow pusher discussion that he had been using the local contractor's unit and how it saved a lot of time especially when cleaning the fairgrounds or mainstreet.

-Dan White addressed the Council to share his support.

-Skip Fort asked about receiving a letter from the city acknowledging their agreement to postpone. It was agreed that it would be in the minutes and Mr. Fort was satisfied.

Motion to adjourn at 7:32 p.m.

Motion to approve: **John Schaber**

Motion declared carried.

John P. Schaber, Mayor Pro Tem

Attest: _____
Nick Koverman, City Administrator

MINUTES of the ST. CHARLES CITY COUNCIL
For Monday, September 29, 2014 held at 6:00 p.m. at
830 Whitewater Avenue
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:
John Schaber
Dave Braun
Orv Dahl
Wayne Getz (absent)
Mayor Bill Spitzer

STAFF PRESENT:

Nick Koverman (City Administrator) and Ken Frank (Chief of Police).

OTHERS IN ATTENDANCE: Josepfina Perez, German Victoria (Project Fine), Lindsay Randall, Judd Whitcomb, Tamara Haag, Brittany Haag, Freddy Perez, Myrna Perez, Heather Klason, Cathy Groebner, and Dan White.

1. ESTABLISH QUOROM/CALL TO ORDER

Quorum was established with Mayor Spitzer calling the meeting to order at 6:08 p.m.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL of the AGENDA

Motion to approve: **John Schaber**

No further discussion.

Motion carried.

- 4. Dangerous Dog Hearing.** Administrator Koverman began by providing brief comments regarding the process of the evidentiary hearing outlining opening comments by the Chief of Police, following by testimony by the owner, proceeded by testimony by the Police Department, then follow up questions by the Council, the evidentiary hearing would be closed, the Council would deliberate, and finally the Council would look to make a motion to approve/disapprove resolution making factual findings and make an order to affirm or overrule the September 18, 2014 dangerous dog declaration. He asked if anyone had any questions. Hearing none, the Chief of Police was invited for opening comments.

Ken Frank, Chief of Police- Chief Frank began by stating that the applicant lives at 1213 Whitewater Avenue #7 and has ownership interest in Max, the lab/pitbull mix. Mr. Dale Judd Whitcomb resides at 978 Bluff Avenue and keeps the dog at that residence. On June 25, 2014, Max left Mr. Whitcomb's property and aggressively chased and knocked a Samantha Perez, a seven (7)year-old child, off a bicycle off of Mr. Whitcomb's property, without provocation. In the course of responding to the June 25, 2014 incident, Police Chief Ken Frank notified both the Applicant, Brittany Haag, and Mr. Whitcomb, that the City considered Max to be potentially dangerous, and that further incidents would subject Max to enforcement of the City's dangerous dog regulations. On August 21, 2014, Max again left Mr. Whitcomb's property, and without provocation, threatened Lindsay Marie Randall, who was passing by with her infant in her stroller, in an aggressive manner and ultimately bit Ms. Randall on her leg. On September 16, 2014, Max again broken free of his restraint and threatened Mary Patricia Koehler, a mail carrier who was about to deliver mail to Mr. Whitcomb's residence, in an extremely aggressive manner, and proceeded to exit Mr. Whitcomb's property and chase Ms. Koehler in her mail delivery vehicle on two occasions. Shortly thereafter, Police Chief Frank and Officer Renee Hewitt arrived at Mr. Whitcomb's property in response to Ms. Koehler's complaint about Max, and Max, who was still free of his restraint, proceeded to charge at Chief Frank and bark in a very aggressive manner, forcing Chief Frank to wield a dog catch pole to prevent Max from attacking him. It was at that point he discussed the matter with Administrator Koverman to declare the dog a dangerous dog. On September 18, 2014, the City's Police Department issued a Notice to Mr. Whitcomb declaring Max to be a dangerous dog and providing him with the opportunity to request a hearing before the City Council to challenge the City's declaration

within 14 days from the date of the notices. Frank expressed that it was these four incidents that were very concerning at which time he felt it was critical to move ahead.

Brittany Haag—Ms. Haag stated that Max did not push the girl off the bike that she fell off, but that he accidentally got away. Max didn't touch her, she said. She commented on the lady walking the infant were walking by. Testified that another officer came by and that it didn't seem like a bite. Max was in the house, no way he could have reach her as Max is tied up in the back. Mayor Spitzer asked her where she was and she said she was outside most of the time. When she unhooks him sometimes he gets through the door because it does not always lock when she is trying to take him back. She testified she was 16 years old.

Judd Dale Whitcomb—Testified he did not see the incidents with the mail lady or the Perez'. With the mail lady, Max was tied to back of house and that the chain only broke once and he replaced it. He did get away. With the lady that was bit, he told the officers if there were any medical expenses that he would take care of it. The officer hadn't checked her yet if it was a bite. With the Chief, put Max in the house and he broke through the door. He came bolting out. He stated that like most dogs, he doesn't like uniforms. He stated that yes, he is aggressive, he admitted. Went out across the street before I could grab the leash. He has pulled the stake out of the ground. That can't happen anymore because he tied it to the house with a shorter chain. He is a young dog. He has gotten better, but he does sound and act aggressive. He has scratched, but hasn't bit.

Tamara Haag—Times that Max is tied outside and little kids walk by calling for Max. He runs out and he is not aggressive. He is anxious, but not aggressive. He wants attention, but is not aggressive. Testified that friends are over and doesn't act like he is going to bite them. He has had his shots and is licensed.

Ken Frank—He began by stating the applicant Tamara Haag resides at 1213 Whitewater Avenue #7 in the City and has an ownership interest in Max, a lab/pit bull mix. Mr. Judd Dale Whitcomb resides at 978 Bluff Avenue in the City, and harbors and keeps Max at this location. On June 25, 2014, Max left Mr. Whitcomb's property and aggressively chased and knocked a Samantha Perez, a seven (7)year-old child, off a bicycle off of Mr. Whitcomb's property, without provocation. Josephina Perez was invited to testify.

Josefina Perez—She testified it's not the animal's fault, but that it has to be on a secured leash as it almost bit my grandchildren. He grandchildren were on summer vacation and would ride by. With the incident, she jumped on top of her and the grandson went to get a broom. The dog was barking very close. She saw Brittany Haag and told her to grab the dog and get her away from the children. After that on another day the dog came into my yard and was barking at me and I wanted to fend it away but the kids were in the yard. The grandchildren coming home from school don't walk close to the house. She testified that last Friday she was walking with her grandson and she tried to tell him the dog wasn't there, but the grandson wouldn't walk there. She said she has nothing against her neighbors.

Chief Frank relayed that he had spoken with Mrs. Perez and that the City took the incident very seriously. He said he went back and met with Mr. Whitcomb and Mrs. Haag and discussed the licensing requirements and that we considered this animal a potentially dangerous dog.

On August 21, 2014, Max again left Mr. Whitcomb's property, and without provocation, threatened Lindsay Marie Randall, who was passing by with her infant in her stroller, in an aggressive manner and ultimately bit Ms. Randall on her leg. Chief Frank called her to testify.

Lindsay Randall—On the 21st, Ms. Randall testified she decided to take her 4 year old daughter for a walk in a stroller. She lives on the opposite side of the street where Max lives. Testified she saw Brittany Haag and another boy and she saw Max come across the street. Did not appear to be on a leash, but doesn't mean he wasn't on one at one time, she said. Came at me and my daughter, barking and aggressive, circled the stroller. The two youth hollered (Brittany Haag and unidentified boy), Max circled one more time and bit me in the back of calf, she explained. Ms. Haag said that Max does not bite and Ms. Randall said he just did and you need to take him in and lock him up. Young boy came over and Max circled the stroller twice which made her nervous because he was at the right height to get in the stroller. The youth ran at Max and the dog ran back toward the house. The boy was able to get ahold of Max by his collar. She proceeded to walk home and call City Hall and the police wanting to know if he had his

shots. Officer Floerke stopped and then went down. Because it had broken the skin, she watched the bite but never had to go in because it had its shots. She was told to watch for infection.

Ken Frank—Mary Koehler could not attend, but he stated that the dog did break free of his leash. Went across the fence to the neighbor's yard. When it confronted him, he went back around the house and the dog ran around and the Chief had to use the catch pole to back off the dog until he was able to get off the property. On this day, September 16, he felt he couldn't move when the dog had broken away. He stated those two incidents were the most extreme encounters in his 30 years of law enforcement.

In response to Applicant Brittany Haag's request for a hearing, the City Council conducted a hearing on September 29, 2014.

Freddy Perez--father of Samantha Perez, he testified dog had a scratch, but didn't think it was due to dog. After talking with daughter she said she was riding back when she saw Max coming. He explained that he figures the dog reached across and tipped the bike over. The father of Ms. Haag drove up after learning about the incident and Mr. Perez explained to him that it's not the first time this type of incident has happened. This time the dog charged at his child. The dog is always loose. The leash was so long, from the back of the house could reach down into the street. So many incidents, why does the leash keep breaking, he asked.

Mayor Spitzer asked for additional comments. Clm. Schaber stated that he walks by almost every day. He has seen the dog without a leash at the Whitcomb house and the dog is without a leash. Both dogs fly around the house, several times he has witnessed this behavior but Max never came into the street after me, he said. But restated he has seen the behavior.

Mayor Spitzer called for a motion to close the evidentiary hearing (6:39 p.m.).

Motion made: **Orv Dahl**

No further discussion.

Motion carried.

Mayor Spitzer identified the Findings of Fact and asked if the dates were correct.

Mayor Spitzer read the findings aloud.

1. Applicant resides at 1213 Whitewater Avenue #7 in the City and has an ownership interest in Max, a lab/pit bull mix.
2. Mr. Judd Dale Whitcomb resides at 978 Bluff Avenue in the City, and harbors and keeps Max at this location.
3. On June 25, 2014, Max left Mr. Whitcomb's property and aggressively chased and knocked a Samantha Perez, a seven (7) year-old child, off a bicycle off of Mr. Whitcomb's property, without provocation.
4. In the course of responding to the June 25, 2014 incident, Police Chief Ken Frank notified both the Applicant, Brittany Haag, and Mr. Whitcomb, that the City considered Max to be potentially dangerous, and that further incidents would subject Max to enforcement of the City's dangerous dog regulations.
5. On August 21, 2014, Max again left Mr. Whitcomb's property, and without provocation, threatened Lindsay Marie Randall, who was passing by with her infant in her stroller, in an aggressive manner and ultimately bit Ms. Randall on her leg.
6. On September 16, 2014, Max again broken free of his restraint and threatened Mary Patricia Koehler, a mail carrier who was about to deliver mail to Mr. Whitcomb's residence, in an extremely aggressive manner, and proceeded to exit Mr. Whitcomb's property and chase Ms. Koehler in her mail delivery vehicle on two occasions.

7. Shortly thereafter, Police Chief Frank and Officer Renee Hewitt arrived at Mr. Whitcomb's property in response to Ms. Koehler's complaint about Max, and Max, who was still free of his restraint, proceeded to charge at Chief Frank and bark in a very aggressive manner, forcing Chief Frank to wield a dog catch pole to prevent Max from attacking him.
8. On September 18, 2014, the City's Police Department issued a Notice to Mr. Whitcomb declaring Max to be a dangerous dog and providing him with the opportunity to request a hearing before the City Council to challenge the City's declaration within 14 days from the date of the notices.
9. In response to Applicant Brittany Haag's request for a hearing, the City Council conducted a hearing on September 29, 2014 and received public testimony regarding the dangerous dog declaration from the representatives of Max's owners, the City, and witnesses and victims of Max's behavior specified in Findings 3-8 above.
10. All required notices regarding the September 29, 2014 City Council hearing to review the City's September 18, 2014 dangerous dog declarations were properly made by the City.
11. The individuals who testified at the September 29, 2014 hearing are shown on Exhibit A, which is attached hereto and incorporated herein by reference.

Motion was made to approve the Findings of Facts:

Motion to approve: **Orv Dahl**

No further discussion.

Motion declared carried.

Mayor Spitzer asked if Council had any questions. He asked Chief Frank if he required all of the state statutes? He was requesting microchipping, Mayor Spitzer asked. Chief Frank acknowledged that it was part of the statute. Mayor Spitzer read the statute related to microchip process. Admin. Koverman read the other various requirements as outlined in Statute related to a dangerous dog declaration.

The registration fee for the dangerous dog is not included in the city's fees at this time, but the City would charge what a regular license would cost, but that January 1, the Council would look to the adopt the fee that was appropriate. The registration form would need to be created.

Mayor Spitzer highlighted again the significant requirements of the dangerous dog statute for Council.

Cm. Dahl stated people are in fear regardless of whether it bites and that there is a definite security issue. The dog kennel and muzzle are needed. He questioned the need for a microchip.

Cm. Schaber commented on the neutering being harsh. If the dog could stay on its own property and properly kenneled it would lessen the fear by many families. However, he stated he would error on the side that he doesn't want anything else to happen .

Cathy Groebner asked if the kennel had to be in a fence. Mayor Spitzer stated if the kennel route was the route that the owners chose that there wouldn't be any contact if someone came up.

Mayor Spitzer stated the incident has repeated itself several times in a course of a few months. He called it a public safety issue. He discussed the options and his experience with similar instances. He reviewed the Conclusions and Order outlined in the resolution.

Cm. Schaber asked Chief Frank if he would be satisfied if they did not go with all of the maximums. Chief Frank explained that it is state statute and that it is an all or none type of issue. Mayor Spitzer agreed and stated that with the declaration of the dangerous dog and by following state statute they were required to fulfill all of the requirements.

A motion was made to approve Resolution #36-2014.

Motion to approve: **Orv Dahl**
No further discussion.
Motion carried.

Motion to adjourn at 7:01 p.m.
Motion to approve: **John Schaber**
Motion declared carried.

William J. Spitzer, Mayor

Attest: _____
Nick Koverman, City Administrator

Table 1 - Summary of Invoice and Retainer

Invoice	Date	Amount
082114-STC	8/21/2014	\$152,165.30
093014-STC	10/2/2014	\$48,117.71
Retainer		\$31,045.40
Total Due		\$231,328.41
Withhold		\$5,000.00
Payment		\$226,328.41

Notes for the above table:

Withhold - amount to be paid after remaining equipment removed in the Spring of 2015 after CATV and telephone remove their wires from the poles

Table 2 - Remaining work to complete

Description	Amount
Retirement	\$35,125
Completed	\$22,042
Remaining	\$13,083
Withhold	\$5,000

Table 3 - Retirement included in invoice 093014-STC

Assembly	Description	Units	Total	Labor\$ Push	Total Push\$	Done
6DA	Cond #6 Al d	FEET	897	\$0.50	\$449	\$449
2TPX	Cond #2, 4 A	FEET	1011	\$0.50	\$506	\$506
1/0TPX	Cond 1/0 Al	FEET	644	\$0.50	\$322	\$322
4/0TPX	Cond 4/0 Al	FEET	346	\$1.00	\$346	\$346
350CONC	Cable 350 U	FEET	120	\$1.00	\$120	\$120
500CONC	Cable 500 U	FEET	75	\$1.00	\$75	\$75
#6HDC	Cond #6 CU	FEET	1000	\$0.30	\$300	\$300
#2ACSR	Cond #2, 4 A	FEET	8132	\$0.25	\$2,033	\$2,033
1/0ACSR	Cond 1/0 AC	FEET	2101	\$0.25	\$525	\$525
4/0ACSR	Cond 4/0 AC	FEET	1829	\$0.33	\$604	\$604
336ACSR	Cond 336 AC	FEET	6525	\$0.40	\$2,610	\$2,610
A1.01	Tangent 1-p	EA	2	\$52.00	\$104	\$104
K1.1	Service asse	EA	5	\$52.00	\$260	\$260
K1.5	Service asse	EA	1	\$52.00	\$52	\$52
L2.3	Tie Assembl	EA	1	\$10.00	\$10	\$10
M26.5	Security Ligh	EA	1	\$52.00	\$52	\$52
Q2.1	Riser to met	EA	2	\$52.00	\$104	\$104
UM5-1	Secondary r	EA	1	\$78.00	\$78	\$78
UM5-4	Secondary r	EA	1	\$105.00	\$105	\$105
UM6-24-4/0	Cable termin	EA	3	\$25.00	\$75	\$75
UM6-24-350	Cable termin	EA	3	\$25.00	\$75	\$75

UM6-24-500	Cable termin	EA	3	\$52.00	\$156	\$156
Loc 3 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 4 Prj 1	See photo	LOT	1	\$405.00	\$405	\$203
Loc 5 Prj 1	See photo	LOT	1	\$805.00	\$805	\$403
Loc 6 Prj 1	See photo	LOT	1	\$805.00	\$805	\$403
Loc 7 Prj 1	See photo	LOT	1	\$705.00	\$705	\$353
Loc 8 Prj 1	See photo	LOT	1	\$805.00	\$805	\$403
Loc 9 Prj 1	See photo	LOT	1	\$605.00	\$605	\$303
Loc 10 Prj 1	See photo	LOT	1	\$805.00	\$805	\$403
Loc 13 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 14 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 15 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 16 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 17 Prj 1	See photo	LOT	1	\$805.00	\$805	\$403
Loc 20 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 21 Prj 1	See photo	LOT	1	\$655.00	\$655	\$328
Loc 22 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 23 Prj 1	See photo	LOT	1	\$855.00	\$855	\$428
Loc 24 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 25 Prj 1	See photo	LOT	1	\$405.00	\$405	\$203
Loc 26 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 27 Prj 1	See photo	LOT	1	\$655.00	\$655	\$328
Loc 28 Prj 1	See photo	LOT	1	\$655.00	\$655	\$328
Loc 29 Prj 1	See photo	LOT	1	\$1,005.00	\$1,005	\$503
Loc 32 Prj 1	See photo	LOT	1	\$655.00	\$655	\$328
Loc 33 Prj 1	See photo	LOT	1	\$555.00	\$555	\$278
Loc 34 Prj 1	See photo	LOT	1	\$855.00	\$855	\$428
Loc 36 Prj 1	See photo	LOT	1	\$655.00	\$655	\$328
Loc 37 Prj 1	See photo	LOT	1	\$755.00	\$755	\$378
Loc 38 Prj 1	See photo	LOT	1	\$405.00	\$405	\$203
Loc 2 Prj 2	See photo	LOT	1	\$455.00	\$455	\$228
Loc 3 Prj 2	See photo	LOT	1	\$555.00	\$555	\$278
Loc 4 Prj 2	See photo	LOT	1	\$555.00	\$555	\$278
Loc 5 Prj 2	See photo	LOT	1	\$705.00	\$705	\$353
Loc 6 Prj 2	See photo	LOT	1	\$605.00	\$605	\$303
Loc 7 Prj 2	See photo	LOT	1	\$355.00	\$355	\$178
Loc 8 Prj 2	See photo	LOT	1	\$455.00	\$455	\$228
Loc 9 Prj 2	See photo	LOT	1	\$705.00	\$705	\$353
Loc 10 Prj 2	See photo	LOT	1	\$705.00	\$705	\$353
Loc 11 Prj 2	See photo	LOT	1	\$405.00	\$405	\$203
Loc 12 Prj 2	See photo	LOT	1	\$405.00	\$405	\$203
Loc 13 Prj 2	See photo	LOT	1	\$305.00	\$305	\$153
Loc 14 Prj 2	See photo	LOT	1	\$855.00	\$855	\$428
Loc 31 Prj 2	See photo	LOT	1	\$255.00	\$255	\$128
Total Retirement					\$35,125	\$22,042
Contract value of remaining retirement					\$13,083	



City Administrator's Report—September 2014

Sept. 3—Attended the first Transportation Access Committee meeting in Rochester. The group is charged with analyzing and providing recommendations for regional transportation efforts to MNDOT. The committee will continue to meet monthly to review the various programs.

Sept. 5—Attended a meeting of the regional partnership Speak Out organized by SMIF. He group discussed the details of the Speak Out event that is slated for Saturday, November 15 in Red Wing. Administration is tasked with sending out invitations to 25 members of the St. Charles Community.

Sept. 9—Rick Schaber and I met with organizers of the annual tractor show to discuss ways to enhance Gladiolus Days as well as their concerns/ideas for growing the annual celebration.

Sept. 10—Met in Winona as part of the SHIP collaborative as the group formalizes next best steps and provides updates.

Sept. 11—Attended the Municipal Appreciation Luncheon at Dairyland Cooperative.

Sept. 18—Attended an Invasive Species Group meeting to discuss upcoming events, concerns in the area, the Memorandum of Understanding with the Winona County Soil Water Conservation District.

Sept. 19—Attended SHIP meeting in Winona to discuss Active Living plans and how to implement Complete Streets plans, work to devise a County-wide bike trail map and area amenities, and how to help encourage/promote the overall goal of SHIP.

Sept. 25—Attended area administrator's leadership development meeting.

Sept. 26—Attended a supervisor's meeting on work comp conducted with MMUA's Mark Hotel. Supt. Karger and Police Chief Ken Frank attended as we discussed early warning signs, how to interact with employees injured in order to get them back to work quickly, but at the right time.

Sept. 29—Conducted special Council meeting/hearing for a dangerous dog declaration.

Public Works Report – September 2014

- Locates, worked on Brookwood Park drainage ditch and Dairyland Power meeting
- Cleaned up 4th Street material pile at shop
- Repaired street lights; power plant maintenance; dug up and repaired street light fault
- Install new radio read meters, power plant monthly test run and ran four small generators around town
- Installed new three phase transformer and primary wire for new Active Tool on I-90
- Safety meeting with MMUA and repaired service on East Sixth Street
- Handed out disconnect slips and installed protective grounding on new three phase transformer for NRB Metals expansion
- Took steeple and bell off the church behind City Hall for roof repairs and trimmed secondary services around town
- Lowered electric, cable and phone line Brookwood Park storm ditch
- Ordered material to replace depleted electric inventory at shop and tried new die sizes in electric compression tool
- Measured footage for new conduit to be installed by boring crew, and cut overhead services to underground on East 12th Street
- Replaced traffic light on Highway 14/74 and worked on Precision Auto's three phase service for the new building
- Tested new A.E.D. and put on Truck #320
- Storm sewer catch basin and curb replacements, and street painting for parking, handicap and fog lines
- Haul rock to alleys and level potholes, dirt and seeded storm ditch plus put in new driveway by cemetery on 5th Street
- Maintained sweeper, sign replacements, and bulb recycling day
- Water valve bolts replaced on 11th Street and Wabasha Avenue
- Checked over Sterling Dump Truck
- Finished working on sewer truck, took flowers down on Whitewater Avenue and delivered to the schools
- Put in cement pad at the new Industrial Park and installed new mailbox system

- Read meters, sandblasted and painted grader doors and reinstalled, took tandem truck to Nodine for DOT inspection
- Sweeper demo from Global, and added rock to alley at Mueller's by garage
- Water samples, checked wells and finals for City Hall
- Replacing water meters with remote readers
- Burnt brush pile at the shop
- Mapped out water valves at NRB Metals and found valve below I-90 water tower
- Worked on C-5 pump in Well #5 and replaced diaphragms in Well #3 and Well #4
- Handed out slips for meter replacements, located water shutoffs and hauled fill piles out of Brookwood Park

Sincerely,
Kyle Karger
Public Works Superintendent

City of St. Charles
Economic Development Authority
Regular Meeting
Minutes
October 10th, 2014

1. Meeting was called to order at 8:09am at City Hall by Greg Gall. Present were: Gall, Bill Debruyckere, Greg Backes, Dan Pearson, Wayne Getz, Mark Linderbaum, Bill Spitzer, EDA Coordinator Cris Gastner, and City Administrator Nick Koverman
2. **Minutes:** The minutes were discussed and approved
3. **Financials:** The financials were discussed and approved
4. **Business Items:**

- a. Commercial Rehab Program Applications

Based on the Committee's review of the documentation, determined that Project 1 for Barb Rasmussen with the From the Heart Boutique met the eligibility requirements of the St. Charles Commercial Rehabilitation Fund. The funds will be used towards installing handicap accessibility ramp, replacing exterior doors, and roof work on the building. The total project costs \$13,515 therefore the request is for \$6758 The Committee recommended approval. A motion was made by Debruyckere and seconded by Pearson to approve a recommendation to City Council for the request. All Ayes, motion carried.

Based on the Committee's review of the documentation, determined that Project 2 for Kraut Enterprise met the eligibility requirements of the St. Charles Commercial Rehabilitation Fund. The funds will be used for roof work and replacing an exterior door on the building. The total project costs for the building is \$19600, therefore the request is for the program maximum per building of \$10,000. The Committee recommended approval of the request to the full EDA Board. A motion was made by Linderbaum and seconded by Getz to approve a recommendation to City Council for the request. All ayes motion carried.

Based on the Committee's review of the documentation, determined that Project 3 for SS Properties met the eligibility requirements of the St. Charles Commercial Rehabilitation Fund. The funds will be used towards roof work on the building. The total project costs for the building is \$6000, therefore the request is for \$3000. The Committee recommended approval of the request to the full EDA Board. A motion was made by Getz and seconded by Debruyckere to approve a recommendation to City Council for the request.

Gastner provided the Board with an updated economic impact report regarding the program. Consensus of the Board was to put together a press release letting everyone know of the program's success.

- b. Updates

Gastner updated the Board on the status of some ongoing and potential projects.

Meeting was adjourned.

PARK BOARD
MINUTES
Monday, October 6th, 2014
7:00 pm

MEMEBERS PRESENT:

Dan Leiskikow, Travis Gransee, Laura Schaber, Greg Gall, Mike Schultz & Orv Dahl.

MEMBERS ABSENT:

Jim Abbott, Jamie Bjerke & Mark Maloney.

AGENDA:

The Board approved the October 6th, 2014 Agenda on a motion by T. Gransee, seconded by D. Leistikow. Motion declared & carried.

SEPTEMBER MINUTES:

The Board approved the September 8th, 2014 Minutes on a motion by G. Gall, seconded by L. Schaber. Motion declared & carried.

PARK ACTIVITES:

R. Schaber reported that a new Sand VB Court is being added this month to City Park.

RECREATION ACTIVITES:

R. Schaber reported that Fall Programs will be ending soon & that the Winter Programs start in November.

WHITEWATER BIKE TRAIL:

R. Schaber reported that the City has applied for the Legacy Grant this past month. The DNR suggested that this might be a viable option for money to assist on getting the trail from St. Charles to Whitewater State Park.

PUMP BIKE TRAIL:

R. Schaber reported that he received some new maps/plans (from Pump Trax USA) for the proposed park. R. Schaber stated that he is still hoping to have a sight visit this fall. See attached sheets.

2015 GLADIOLUS DAYS:

R. Schaber reported that there is a meeting on Wednesday, October 8th to discuss options for the 2015 festival.

HOCKEY RINK:

R. Schaber reported that there has not been any new info from the TMI Group. R. Schaber stated that the Park Department is planning to paint the ice rink black top white in the hope that it will help keep the ice longer.

TOWN DEER PROBLEMS:

No report.

2015 BUDGET:

No report.

S.T.A.N.D. REQUEST:

The local S.T.A.N.D. Group gave a presentation to the Board about alcohol use at the City Park. The group stated that they are not looking to have alcohol banished at the park, but would like to see it not allowed during High School & Youth activities. After a long discussion, the Board agreed to work with the group to see what can be done.

2014-15 WINTER BROCHURE:

The Board approved the 2014-15 Winter Brochure on a motion by O. Dahl, seconded by D. Leistikow. Motion declared & carried. See attached sheets.

2014 POOL SEASON:

Next meeting.

ADJOURNMENT:

Motion to adjourn by M. Schultz, seconded by G. Gall. Motion declared & carried. The meeting adjourned at 8:00 pm.

Executive Director Report September 2014

Funding:

- Submitted a proposal to the MN State Arts Board for Cultural Arts & Ancestry (PENDING)
- Submitted a proposal to the Mardag Foundation for Learning Together (PENDING)
- Submitted a letter of inquiry to Blue Cross Blue Shield Foundation for Health & Wellness (PENDING)
- Submitted a proposal to SMIF for .COM: Creative Online Marketing for Diverse Businesses (PENDING)
- Submitted a proposal to Mayo Foundation for Health & Wellness (PENDING)

Language Services:

- During the month of August, we provided 259 hours of interpreting.
- The 13th Annual Interpreter Network Picnic was held on August 27 at Valley Oaks. 9 interpreters, 2 board members, staff and their families attended.

Advocacy/Information:

- During the reporting period, we provided 231 hours of advocacy and had 135 information contacts in Winona and St. Charles, and served 152 families.
- In August, we provided 162 hours of advocacy and 81 information contacts. This year-to-date, we have provided 1,277 hours of advocacy and 620 information contacts that could not be billed due to our service contract agreement.

Navigating Community Systems

- Connecting Communities sessions continued in St Charles in August. The presentation focused on social media. Sessions in St Charles will continue monthly until November and Winona sessions will be held September-December due to computer lab scheduling.
- In August, a Learning Together session was held in Winona at Prairie Island. The session focused on physical activity and ways to be active with your child. Parents and children played games together, and there were several new participants.

Building Communities

- Answering the Voices sessions were held in August in Winona and St Charles, celebrating the completion of the leadership training. As part of the celebration, participants received a certificate of completion for the leadership training portion of the program. Beginning next month, the leaders will start working in small groups to focus on specific issues and prepare for community meetings, which will be held in 2015.

Empowering Youth

- A GRAB session was held in Winona in August with 12 girls participating. The topic was teen pregnancy and the girls learned facts about teen mothers then played a trivia game to test their knowledge.
- The Colorful Growers program met several times in August to tend to the garden plot and to sell their produce at the Farmer's Market in St Charles.

Other Activities/Upcoming Events:

- On August 6, Project FINE and TRW held an informational session at the Winona Community Center on the various jobs available at TRW. 32 individuals attended the event, which included a presentation by TRW, followed by individual assistance for those interested in completing applications.
- On August 7, Fatima attended the Winona Chamber of Commerce Newcomer's Breakfast. During this event, the business community welcomed new leaders in Winona, including the WAPS superintendent, SE Tech president, and several others.
- On August 7, Fatima attended a planning meeting for the Domestic Violence Summit, which will be held in September. This event will bring together service providers to share domestic violence resources in our community and PF will have an informational table at the event.
- On August 7, Fatima and Katie attended an open house for SEMAC in Rochester. This was their first annual open house and they highlighted work by several of their grantees, including our Cultural Arts & Ancestry project.
- On August 8, Fatima spoke at the Senior Friendship Center. She shared her story and information about Project FINE.
- On August 12, Fatima attended a meeting of the SMIF Feast group in Rochester. This group explores local foods in our region.
- On August 22, Katie attended a meeting of the SHIP active living committee. This group is working to promote education and community outreach related to SHIP's active living goals.
- On August 24, PF staff walked in the Gladiolus Days parade in St Charles. Over 20 people walked for PF and gave out fortune cookies.
- On August 27, Fatima met with Hamid Akbari, WSU's new Dean of the College of Business. They discussed potential partnerships between PF and his department, including working together on the new .COM project for entrepreneurs.
- On August 28, Fatima attended a "Coffee with Congress" session with Representative Tim Walz in Rochester.

-Your questions, comments, suggestions or compliments are always welcome. Thanks - Fatima

**ORDINANCE #570
CITY OF ST. CHARLES**

COUNTY OF WINONA

**AN ORDINANCE TO VACATE A
PORTION OF A PUBLIC DRAINAGE EASEMENT CREATED ON THE PLAT OF
WHITEWATER INDUSTRIAL PARK SECOND SUBDIVISION RELATED TO
PROPERTY OWNED BY NRB METALS, L.L.C. and OMNI HOLDINGS, L.L.C.**

The City of St. Charles does ordain:

Section 1. That the following described drainage easement created
on the plat of the WHITEWATER INDUSTRIAL PARK SECOND
SUBDIVISION be and hereby is vacated and abolished:

The southerly five (5) foot drainage easement of Lot 1, Block 2
and the northerly five (5) foot drainage easement of Lot 2, Block 2, excluding the
easterly ten (10) feet and the westerly five (5) feet thereof, Whitewater Industrial
Park Second Subdivision, City of St. Charles, Winona County, Minnesota.

Section 2. That this ordinance shall take effect 30 days after its publication.

Adopted this 14th day of October 2014 by the City Council of the City of St. Charles, Minnesota.

William J. Spitzer, Mayor

Attest:

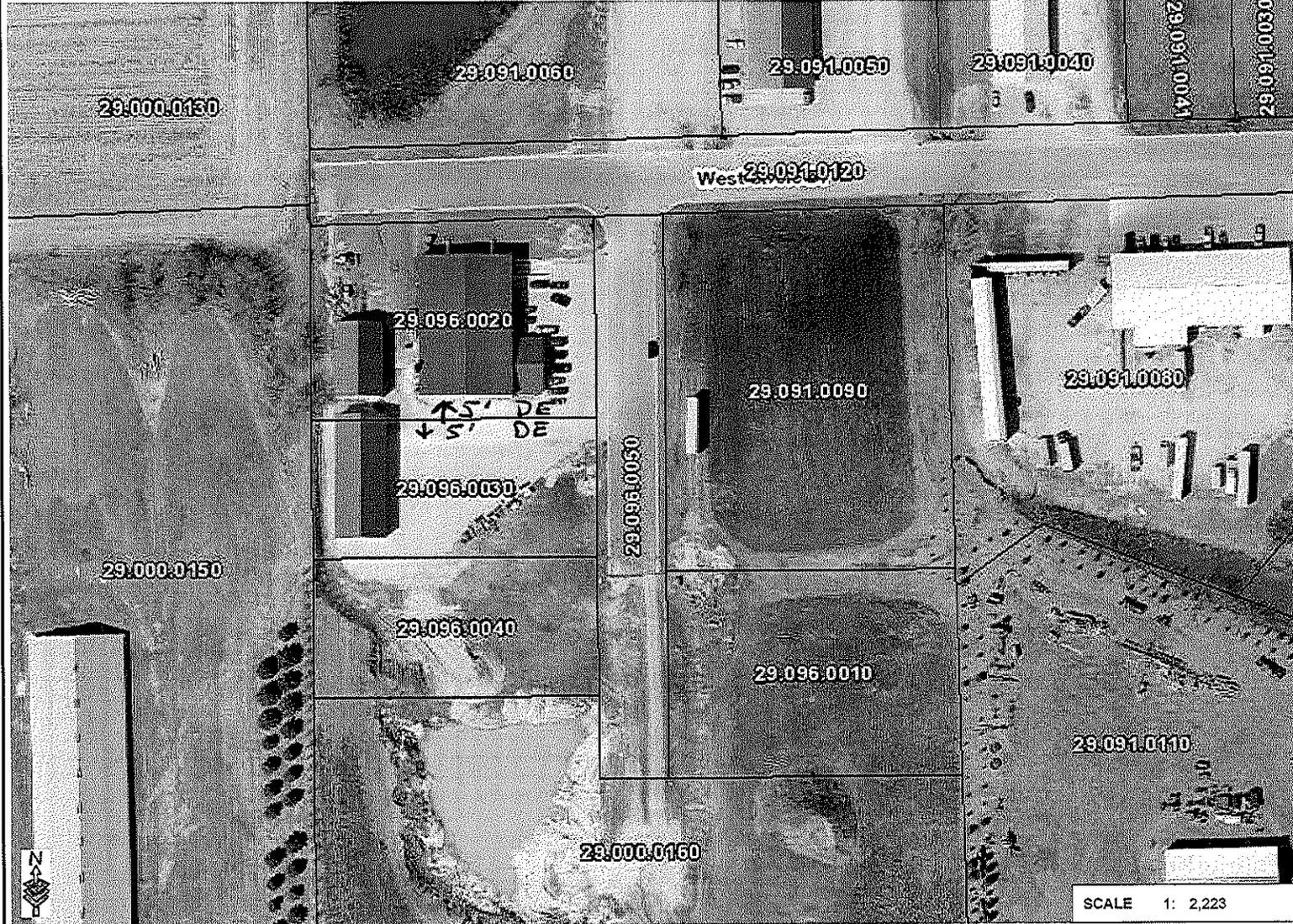
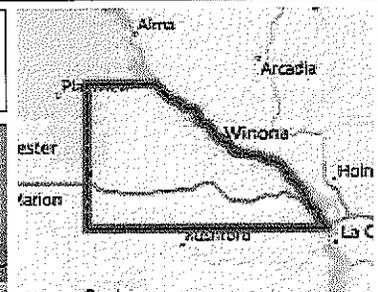
Nick Koverman, City Administrator

First Reading:

Date: 9/23/2014

Ayes: _____

Location Map

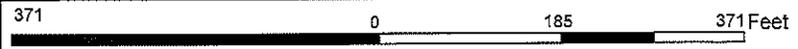


Legend

- ParcelLines
- County Boundary

Notes

Revision # :



PROJECTION: WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Creation Date: 9/16/2014 3:42:39 PM

Map Auto-generated by Winona County (GIS Department Map Server).

Memorandum of Understanding

Among the following agencies:

City of St. Charles

City of Winona

Minnesota Department of Agriculture

Minnesota Department of Natural Resources (MN DNR)

Minnesota Department of Transportation (MN DOT)

St. Mary's University MN

University of Minnesota Extension Service

Upper Mississippi River National Wildlife and Fish Refuge – Winona District

Winona County

Winona County Soil and Water Conservation District (SWCD)

Winona State University

(Hereafter referred to as Partners)

For the establishment of the

Winona Cooperative Weed Management Area

Invasive plants threaten our economy, environment, and human health. Natural resource managers and land owners spend significant amounts of resources trying to manage invasive plants that are encroaching into natural areas, agricultural lands, forests, backyards, and other properties.

This Cooperative Weed Management Area (CWMA) is a partnership of various interested groups that manage noxious weeds or invasive plants in Winona County. The goal of this Memorandum of Understanding (MOU) is to formalize the sustained strong partnerships between landowners, government units and other interested partners within Winona County, MN. This MOU will also facilitate a coordinated effort to:

1. Manage invasive species across geographic boundaries.
2. Control emerging weed threats and manage invasive species that threaten natural areas and conservation lands.
3. Facilitate the removal of invasive plant species through an integrated pest management approach.
4. Restore native plant communities through an ecosystem approach.

Background

In response to the Emerald Ash Borer (EAB) threat in Winona County, a group of individuals started meeting in 2011 to discuss the threat and what can be done to help slow or mitigate the problem. As this group continued working on the EAB threat, they also started to expand their work to include other threats, including Oriental Bittersweet (OB), Cutleaf Teasel, Common Tansy, Japanese Hops, and other invasive plant species

Since no formal structure exists for this group, the Winona County SWCD would like to formalize the organization of the Winona Invasive Species Working Group while also offering opportunities for inventory, mapping and education, with a primary goal of providing technical and financial assistance in the control and restoration of areas affected by invasive plant species.

Partner Goals and Objectives

All Partners in this MOU have a mutual interest in preventing invasive species from becoming established and spreading, and support these common goals and objectives:

1. Developing a plan for the inventory, mapping, education, monitoring, control and restoration of impacted area.
2. Inventory and mapping of target species and the extent and location of the infestation.
3. Education of the public and agency staff on:
 - a. The concerns of invasive species.
 - b. The controls of invasive species.
 - c. An ecosystem approach to restoring native plant communities.
4. Monitor and control existing infestations and help reduce expansion and establishment into new areas.
5. Restoration of impacted areas to reduce potential re-infestation and return the site to a balanced natural ecosystem.
6. Provide cost-share assistance to landowners for the control of invasive species and restoration of infestation areas.

Understanding

When applicable, the Partners in this MOU will contribute staff, materials, expertise and other resources to meet the goals and objectives set above. The amount of involvement, direction and control contributed by each Partner will be determined by their own agency/organization.

Winona County SWCD is the fiscal administrator of the MN Board of Water and Soil Resources (BWSR) Cooperative Weed Management Grant. Administration of other/future grants will be dependent on the individual grant requirements and future agreements.

The Winona County SWCD may consider all non-state revenue, staffing time and other resources utilized by Partners under this agreement, to help meet the 25% match requirement of the CWMA grant.

This MOU in no way restricts any of the Partners from participating in similar activities with other public or private agencies, organizations or individuals.

Term of Agreement

This MOU will become effective upon signature of each of the Partners and fully effective upon the day all partners have signed. It expires 5 years from the date the third partner signature is obtained, at which time it will be subject to review, renewal, or expiration. If the Partners mutually agree to continue cooperation, a new agreement shall be executed.

Modification and Termination

Modifications to this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Partner may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

General Provisions

1. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this MOU or to the facilities, programs and staff for which the MOU is responsible.
2. **Indemnification:** Each party to this MOU shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this MOU are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a), provided further that for purposes of that statute it is the intent of each party that this

MOU does not create any liability or exposure of one party for the acts or omissions of the other party.

3. **Records Retention:** The parties agree that records created pursuant to the terms of this MOU will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minn. Stat. §138.17. The records retention will follow the Fiscal Administrator's schedules.
4. **Timeliness:** The parties agree to perform obligations under this MOU in a timely manner and keep each other informed about any delays that may occur.

Additional Parties to the MOU

Additional parties may, and are encouraged to, be added to the MOU as Partners or Cooperators, at anytime. All Partners will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the Partner may choose to withdraw from the MOU. If the Partner does not withdraw, then the additional party with the conflict of interest may not be added to the MOU.

Key Officials and Signatures

A separate page will be included for each of the Partners and Cooperators designating the key official to this MOU and the signature for the person authorized to enter into this agreement. A list of these Partners will be maintained by the Winona County SWCD.

Key Officials and Signatures

Winona Cooperative Weed Management Area

Memorandum of Understanding

City of St. Charles

City of Winona

Minnesota Department of Agriculture

Minnesota Department of Natural Resources (MN DNR)

Minnesota Department of Transportation (MN DOT)

St. Mary's University MN

University of Minnesota Extension Service

Upper Mississippi River National Wildlife and Fish Refuge – Winona District

Winona County

Winona County Soil and Water Conservation District (SWCD)

Winona State University

Agency/Organization: _____

Name, Title: _____

Address: _____

Phone: _____

E-mail: _____

Key Official Signature: _____ **Date:** _____

**Request for City Council Action**

Date: October 7, 2014

Requested Council Date: October 14, 2014

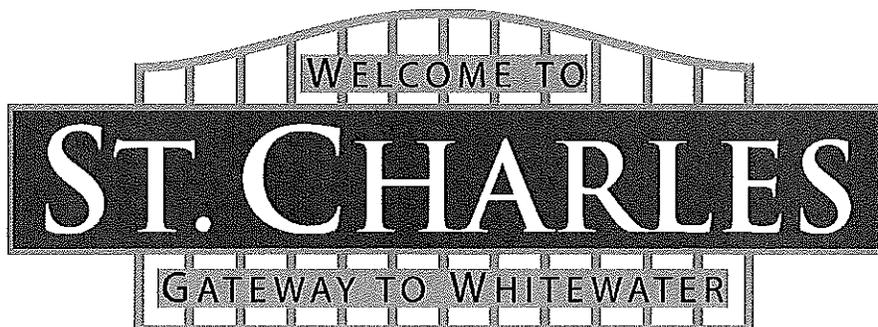
Originating Department: Electric Department

Council Action Requested: Extended Warranty Ziegler Engines

Background Information: When the power plant was built in 2004, a 10-year warranty was purchased with the four Ziegler engines. While there was an initial up front cost, the warranty paid off within the first year as one of the engines needed to be replaced. The cost per engine at the time of construction was approximately \$250,000. In 2011, city staff brought Council an option to expand the power plant with a fifth engine that would have been identical to the existing engines. The cost at that time was approximately \$750,000.

The current 10-year warranty expires November 12, 2014. Through discussions with Ziegler, the company will provide an extended warranty in 5 year increments. They will only provide a 10-year extended warranty for new engines, but are will provide extended warranties in 5-year coverage intervals with the condition that they have been maintained by Caterpillar, which the city has done.

The 5-year extended warranty per engine is \$19,775 or \$79,100. This action item was originally planned for the 2015 Capital Improvement Plan budget, but because of the timeline of the November 2014 warranty expiration, the item is being discussed at this time. It would be the recommendation of staff to extend the warranty for an additional 5 years, which would eliminate the need for the 2015 CIP outlay but would come out of existing electric department budgets.



INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL MEMBERS
FROM: KRISTINE HUINKER
SUBJECT: 2014 ENTERPRISE BUDGETS
DATE: 10/8/2014
CC: NICK KOVERMAN

A few notes regarding the 2015 Enterprise budgets:

Enclosed is the preliminary 2015 budget for enterprise funds. I would like to highlight some of the major changes to this year's budgets.

22 AMBULANCE FUND:

Expenditures for the Ambulance Fund budget decreased \$12,400 for 2015; this is in correlation with a planned reduction in budgeted revenues due to run volume decrease.

22-22-200-1-0-110/150/160: Salaries decreased due to a decrease in run volume.

22-22-200-2-0-232: Prescription drugs were increased due to increasing costs of medications.

22-22-200-2-0-321: Radio maintenance was decreased due to improvements that were done on pagers and radios last year.

22-22-200-3-1-760: Tools and equipment decreased due to no planned purchases of new equipment for 2015.

23 WASTE MANAGEMENT FUND:

23-60-7640 & 23-11-130-2-0-362: Advanced Disposal has informed the City that rates will increase 4.5% in 2015.

70 ELECTRIC FUND (Rates will be held steady for 2014):

70-70-7610: Revenues were decreased due to energy conservation efforts as well as the effect of the tiered rate structure that was put into place in 2013.

70-33-600-2-0-315: Engineering services were decreased \$20,000 due to the completion of the 4th Street project.

70-33-600-2-0-375/376: Purchased power and transmission costs are expected to increase for 2015, however there is no planned increase in electric rates.

70-33-600-3-1-628: Substation repairs were reduced \$200,000 due to the 4th Street project completed in 2014 instead of over a two year period.

70-33-600-3-1-997: Generation fuel expense was reduced \$30,000 due to the establishment of a reserve fund to cover costs in the event of an emergency.

70-33-600-3-1-965: Meters was increased in order to finish meter upgrades in 2015.

71 WATER FUND:

71-80-7620: A planned increase of 3% annually is reflected in the budget due to future CIP projects. Mike Bubany with David Drown Associates will be at the October 28th council meeting to review Capital Projects and review rates.

71-33-610-2-0-810 & 71-33-610-2-0-820: The required annual bond payment decreased approximately \$89,000 for 2015.

71-33-610-3-1-630: Two projects are scheduled for 2015 – well #5 rehabilitation is planned to cost \$70,000 and the fairground water main loop is planned to cost \$30,000.

71-33-610-3-1-955: An increase in water meters expenditure is planned for 2015 in order to finish replacing the old meters with the new remotes. See attached sheet for more detail.

72 SEWER FUND:

72-90-7630: Due to the increase in rates from the D-E Sanitary District as well as future CIP plans, sewer rates are planned to increase 6% in 2015 (see attached letter). However, due to the bond payment coming offline, the 2015 rate increase will be reviewed. Mike Bubany with David Drown Associates will be at the October 28th council meeting to review Capital Projects and review rates.

72-33-620-2-0-380: Dover-Eyota Sanitary District is planning a 5% increase in its rates to St. Charles.

72-33-620-2-0-810 & 72-33-620-2-0-820: The required annual bond payment has been eliminated.

Please let me know if you have any questions. See you Tuesday!

Kristine

CITY OF ST. CHARLES
 Capital Improvement Schedule
 2008 – 2027

2016

Department	Description	Amount	Fund	
Water	Well 5 Rehabilitation	\$ 70,000	71 Water Fund	630
	Fairgrounds water main loop	\$ 30,000	71 Water Fund	630
	Water meters	\$ 50,000	71 Water Fund	
Electric	New sys Construction	\$ 100,000	70 Electric Fund	628, 629, 630, 730, 735, 745, 750
	System Improvements	\$ 50,000	70 Electric Fund	628, 629, 630, 730, 735, 745, 750
Sewer	Manhole Rehab	\$ 15,000	72 Sewer Fund	630
	I&I	\$ 60,000	72 Sewer Fund	630
Storm Water	Catch basin Imp.	\$ 30,000	73 Storm Water Mgmt Fund	
	Storm Sewer Imp.	\$ 40,000	73 Storm Water Mgmt Fund	
		<u>\$ 739,000</u>		

City of St. Charles
2015 Budget Summary
Enterprise Funds

	<u>REVENUE</u>	<u>EXPENSE</u>	<u>DIFFERENCE</u>
<u>Enterprise Funds</u>			
22 AMBULANCE	191,000.00	(172,600.00)	18,400.00
23 WASTE MANAGEMENT	198,005.00	(195,535.00)	2,470.00
70 ELECTRIC	2,935,000.00	(2,895,530.00)	39,470.00
71 WATER	556,290.00	(533,325.00)	22,965.00
72 SEWER	735,695.00	(680,105.00)	55,590.00
73 STORM WATER MGMT	83,068.00	(78,100.00)	4,968.00
	<u>4,699,058.00</u>	<u>(4,555,195.00)</u>	<u>143,863.00</u>

CITY OF ST. CHARLES

2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 22 AMBULANCE DEPARTMENT FUND					
DEPT 200 AMBULANCE					
E 22-22-200-1-0-110 REGULAR SALARIES	\$75,000.00	\$78,834.36	\$85,000.00	\$53,884.88	\$78,000.00
E 22-22-200-1-0-150 EMPL CONT-PERA	\$5,500.00	\$5,112.11	\$5,500.00	\$3,399.36	\$5,100.00
E 22-22-200-1-0-160 EMP CONT-FICA	\$5,700.00	\$5,914.33	\$6,500.00	\$4,067.91	\$6,000.00
E 22-22-200-1-0-180 WORKERS COMPENSATION	\$5,500.00	\$6,668.00	\$7,500.00	\$7,592.00	\$7,500.00
E 22-22-200-2-0-190 BAD DEBT EXPENSE	\$0.00	\$6,928.00	\$0.00	\$91.84	\$0.00
E 22-22-200-2-0-200 DEPRECIATION EXPENSE	\$0.00	\$29,205.00	\$0.00	\$0.00	\$0.00
E 22-22-200-2-0-210 OFFICE SUPPLIES	\$500.00	\$288.10	\$500.00	\$292.82	\$500.00
E 22-22-200-2-0-213 GAS & OIL	\$6,000.00	\$6,778.85	\$7,000.00	\$4,486.48	\$7,000.00
E 22-22-200-2-0-216 OXYGEN	\$4,000.00	\$3,842.49	\$4,500.00	\$2,379.45	\$4,500.00
E 22-22-200-2-0-217 MEDICAL SUPPLIES	\$7,000.00	\$8,894.03	\$8,000.00	\$5,095.49	\$8,000.00
E 22-22-200-2-0-219 CLOTHING ALLOWANCE	\$1,000.00	\$1,370.34	\$1,000.00	\$191.92	\$1,000.00
E 22-22-200-2-0-232 PRESCRIPTION DRUGS	\$1,500.00	\$1,961.73	\$1,500.00	\$1,442.71	\$2,000.00
E 22-22-200-2-0-235 OTHER SUPPLIES	\$2,000.00	\$2,368.08	\$2,000.00	\$1,393.28	\$2,000.00
E 22-22-200-2-0-300 PROF. SERVICES	\$9,500.00	\$9,690.99	\$11,000.00	\$6,729.93	\$11,000.00
E 22-22-200-2-0-305 PRF SERVICE-ACCOUNTING	\$1,000.00	\$950.00	\$1,000.00	\$600.00	\$1,000.00
E 22-22-200-2-0-310 PRF SERVICE-LEGAL	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00
E 22-22-200-2-0-320 COMMUNICATIONS	\$3,000.00	\$2,669.85	\$3,000.00	\$1,618.65	\$3,000.00
E 22-22-200-2-0-321 RADIO MAINTENTANCE	\$4,000.00	\$85.95	\$4,000.00	\$0.00	\$2,000.00
E 22-22-200-2-0-325 TRANSPORTATION & TRAINING	\$8,000.00	\$7,828.78	\$8,000.00	\$9,372.32	\$8,000.00
E 22-22-200-2-0-330 FUND RAISING COST	\$0.00	\$0.00	\$0.00	\$5,100.09	\$0.00
E 22-22-200-2-0-335 ADVERTISING & PUBLISHING	\$2,000.00	\$771.70	\$2,000.00	\$2,142.99	\$2,000.00
E 22-22-200-2-0-340 INSURANCE	\$3,000.00	\$1,820.00	\$3,000.00	\$2,925.00	\$3,000.00
E 22-22-200-2-0-345 UTILITIES	\$3,500.00	\$3,994.04	\$3,500.00	\$3,615.06	\$3,500.00
E 22-22-200-2-0-350 REPAIR & MAINTENANCE	\$1,000.00	\$633.78	\$1,000.00	\$168.43	\$1,000.00
E 22-22-200-2-0-351 VEHICLE REPAIR	\$4,000.00	\$8,157.71	\$4,000.00	\$1,506.87	\$4,000.00
E 22-22-200-2-0-364 MEMBERSHIPS	\$500.00	\$320.00	\$500.00	\$860.00	\$500.00
E 22-22-200-2-0-367 COMPUTER MAINTENANCE	\$2,000.00	\$1,800.00	\$2,000.00	\$1,800.00	\$2,000.00
E 22-22-200-3-1-651 AMBULANCE EQUIPMENT	\$18,953.00	\$0.00	\$0.00	\$0.00	\$0.00
E 22-22-200-3-1-760 TOOLS & EQUIPMENT	\$2,901.00	\$2,966.76	\$6,500.00	\$5,193.90	\$3,500.00
E 22-22-200-2-0-820 INTEREST EXPENSE	\$1,866.00	\$1,472.14	\$0.00	\$0.00	\$0.00
E 22-22-200-2-0-906 PROPERTY TAXES/ANNEXATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 22-22-200-2-0-910 TRANSFER TO OTHER FUNDS	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
DEPT 200 AMBULANCE	\$185,420.00	\$208,607.12	\$185,000.00	\$132,451.38	\$172,600.00
FUND 22 AMBULANCE DEPARTMENT FUND	\$185,420.00	\$208,607.12	\$185,000.00	\$132,451.38	\$172,600.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 22 AMBULANCE DEPARTMENT FUND					
R 22-10-1610 GEN PROPERTY TAX	\$7.71	\$0.00	\$0.00	\$1.73	\$0.00
R 22-40-4610 AMBULANCE CONTRACTS	\$0.00	\$500.00	\$500.00	\$600.00	\$500.00
R 22-40-4615 AMBULANCE FEES	\$182,404.21	\$194,250.00	\$194,250.00	\$124,175.08	\$180,000.00
R 22-40-4690 OTHER CHARGES & SERVICE	\$277.52	\$0.00	\$0.00	\$350.00	\$0.00
R 22-60-3612 GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 22-60-4915 GAIN/LOSS ON INVESTMEN	-\$1,279.74	\$0.00	\$0.00	\$0.00	\$0.00
R 22-60-6610 INTEREST INCOME	\$392.15	\$2,000.00	\$2,000.00	\$291.15	\$2,000.00
R 22-60-6632 DONATIONS	\$2,262.81	\$0.00	\$0.00	\$3,703.00	\$0.00
R 22-60-6636 FUND RAISING	\$1,060.00	\$5,000.00	\$5,000.00	\$14,980.00	\$5,000.00
R 22-60-6645 OTHER LOCAL REVENUES	\$4,302.78	\$3,500.00	\$3,500.00	\$4,200.00	\$3,500.00
FUND 22 AMBULANCE DEPARTMENT FUND	\$189,427.44	\$205,250.00	\$205,250.00	\$148,300.96	\$191,000.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 23 WASTE MANAGEMENT FUND					
R 23-60-6610 INTEREST INCOME	\$83.97	\$500.00	\$500.00	\$63.89	\$500.00
R 23-60-7640 GARBAGE SALES	\$140,941.88	\$141,450.00	\$147,100.00	\$108,129.86	\$153,720.00
R 23-60-7641 RECYCLING FEES	\$45,768.67	\$40,235.00	\$41,900.00	\$35,202.61	\$43,785.00
FUND 23 WASTE MANAGEMENT FUND	\$186,794.52	\$182,185.00	\$189,500.00	\$143,396.36	\$198,005.00

CITY OF ST. CHARLES

2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 23 WASTE MANAGEMENT FUND					
DEPT 130 FINANCIAL ADMINISTRATION					
E 23-11-130-2-0-210 OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$391.27	\$400.00
E 23-11-130-2-0-305 PRF SERVICE-ACCOUNTING	\$0.00	\$250.00	\$0.00	\$200.00	\$200.00
E 23-11-130-2-0-319 OTHER PRF SERVICES	\$0.00	\$483.56	\$0.00	\$477.00	\$0.00
E 23-11-130-2-0-320 COMMUNICATIONS	\$0.00	\$183.00	\$0.00	\$699.85	\$1,000.00
E 23-11-130-2-0-350 REPAIR & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 23-11-130-2-0-362 GARBAGE REMOVAL	\$173,850.00	\$176,580.68	\$180,800.00	\$134,092.87	\$188,935.00
E 23-11-130-3-1-831 CITY CLEANUP	\$5,000.00	\$2,443.36	\$5,000.00	\$5,036.60	\$5,000.00
DEPT 130 FINANCIAL ADMINISTRATION	\$178,850.00	\$179,940.60	\$185,800.00	\$140,897.59	\$195,535.00
FUND 23 WASTE MANAGEMENT FUND	\$178,850.00	\$179,940.60	\$185,800.00	\$140,897.59	\$195,535.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 70 ELECTRIC FUND					
R 70-60-4915 GAIN/LOSS ON INVESTMEN	-\$12,814.20	\$0.00	\$0.00	\$0.00	\$0.00
R 70-70-6610 INTEREST INCOME	\$15,693.92	\$10,000.00	\$10,000.00	\$9,240.31	\$10,000.00
R 70-70-6630 TRANSFERS FROM OTHER F	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
R 70-70-6635 SALE OF PROPERTY	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
R 70-70-6641 PENALTY INCOME	\$17,519.07	\$20,000.00	\$20,000.00	\$15,456.89	\$20,000.00
R 70-70-6645 OTHER LOCAL REVENUES	\$40,392.55	\$25,000.00	\$25,000.00	\$8,907.27	\$25,000.00
R 70-70-6657 CONTRIBUTED CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 70-70-7610 ELECTRIC SALES	\$2,786,568.12	\$2,955,117.00	\$2,955,117.00	\$2,168,443.92	\$2,870,000.00
R 70-70-7612 GAIN/LOSS ON MISO INVES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND 70 ELECTRIC FUND	\$2,850,359.46	\$3,020,117.00	\$3,020,117.00	\$2,202,048.39	\$2,935,000.00

CITY OF ST. CHARLES
2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 70 ELECTRIC FUND					
DEPT 600 ELECTRIC DEPARTMENT					
E 70-33-600-1-0-110 REGULAR SALARIES	\$325,805.00	\$330,299.10	\$337,845.00	\$258,518.06	\$347,700.00
E 70-33-600-1-0-140 HEALTH INSURANCE	\$57,197.00	\$57,184.02	\$64,675.00	\$52,916.05	\$77,390.00
E 70-33-600-1-0-150 EMPL CONT-PERA	\$23,625.00	\$23,372.17	\$24,500.00	\$18,705.01	\$26,100.00
E 70-33-600-1-0-160 EMP CONT-FICA	\$24,925.00	\$22,689.64	\$25,845.00	\$17,882.27	\$26,600.00
E 70-33-600-1-0-170 UNEMPLOYMENT COMPENSATI	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
E 70-33-600-1-0-180 WORKERS COMPENSATION	\$6,700.00	\$6,074.00	\$7,700.00	\$7,523.00	\$7,700.00
E 70-33-600-2-0-190 BAD DEBT EXPENSE	\$0.00	\$9,995.33	\$0.00	\$593.36	\$0.00
E 70-33-600-2-0-200 DEPRECIATION EXPENSE	\$0.00	\$260,085.00	\$0.00	\$0.00	\$0.00
E 70-33-600-2-0-205 BANK FEES	\$7,400.00	\$16,848.18	\$12,000.00	\$12,185.33	\$14,000.00
E 70-33-600-2-0-210 OFFICE SUPPLIES	\$2,000.00	\$2,375.37	\$2,000.00	\$1,859.85	\$2,000.00
E 70-33-600-2-0-213 GAS & OIL	\$9,500.00	\$8,528.78	\$9,500.00	\$4,982.94	\$9,500.00
E 70-33-600-2-0-219 CLOTHING ALLOWANCE	\$6,000.00	\$6,219.82	\$6,000.00	\$4,018.14	\$6,000.00
E 70-33-600-2-0-235 OTHER SUPPLIES	\$1,850.00	\$2,292.25	\$1,850.00	\$2,617.68	\$3,850.00
E 70-33-600-2-0-305 PRF SERVICE-ACCOUNTING	\$7,000.00	\$4,225.00	\$7,000.00	\$5,500.00	\$7,000.00
E 70-33-600-2-0-310 PRF SERVICE-LEGAL	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00
E 70-33-600-2-0-311 COLLECTION SERVICES	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
E 70-33-600-2-0-315 ENGINEER SERVICES	\$10,500.00	\$11,318.38	\$30,000.00	\$32,843.31	\$10,000.00
E 70-33-600-2-0-319 OTHER PRF SERVICES	\$58,000.00	\$56,119.75	\$10,000.00	\$10,426.34	\$10,000.00
E 70-33-600-2-0-320 COMMUNICATIONS	\$6,000.00	\$6,664.76	\$6,000.00	\$4,550.00	\$6,000.00
E 70-33-600-2-0-321 RADIO MAINTENTANCE	\$1,000.00	-\$34.83	\$1,000.00	\$0.00	\$1,000.00
E 70-33-600-2-0-325 TRANSPORTATION & TRAINING	\$10,000.00	\$11,627.35	\$10,000.00	\$6,884.21	\$10,000.00
E 70-33-600-2-0-335 ADVERTISING & PUBLISHING	\$1,100.00	\$300.74	\$1,100.00	\$0.00	\$1,100.00
E 70-33-600-2-0-340 INSURANCE	\$26,583.00	\$21,325.00	\$22,000.00	\$19,710.00	\$22,000.00
E 70-33-600-2-0-345 UTILITIES	\$3,500.00	\$5,180.03	\$5,000.00	\$4,377.52	\$5,000.00
E 70-33-600-2-0-347 BUILDING REPAIR	\$1,000.00	\$924.98	\$1,000.00	\$650.00	\$1,000.00
E 70-33-600-2-0-350 REPAIR & MAINTENANCE	\$15,000.00	\$19,868.33	\$19,000.00	\$19,415.15	\$22,000.00
E 70-33-600-2-0-351 VEHICLE REPAIR	\$8,000.00	\$12,074.93	\$12,000.00	\$6,992.10	\$12,000.00
E 70-33-600-2-0-355 RENTALS	\$1,000.00	\$3,644.14	\$1,000.00	\$116.72	\$1,000.00
E 70-33-600-2-0-362 GARBAGE REMOVAL	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
E 70-33-600-2-0-364 MEMBERSHIPS	\$2,000.00	\$3,415.00	\$2,000.00	\$90.00	\$2,000.00
E 70-33-600-2-0-370 INTEREST ON METER DEPOSITS	\$500.00	\$14.16	\$500.00	\$4.48	\$500.00
E 70-33-600-2-0-375 PURCHASED POWER	\$1,150,000.00	\$989,445.09	\$1,150,000.00	\$747,906.34	\$1,200,000.00
E 70-33-600-2-0-376 TRANSMISSION COSTS	\$220,000.00	\$209,723.13	\$244,000.00	\$183,334.50	\$300,000.00
E 70-33-600-3-1-510 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 70-33-600-3-1-627 FEMA PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 70-33-600-3-1-628 SUBSTATION REPAIRS	\$5,000.00	\$1,943.42	\$205,000.00	\$389,627.54	\$5,000.00
E 70-33-600-3-1-629 GENERATION REPAIRS	\$32,000.00	\$47,995.57	\$32,000.00	\$23,665.64	\$32,000.00
E 70-33-600-3-1-630 OTHER IMPROVEMENTS/CIP	\$16,000.00	\$8,953.56	\$16,000.00	\$8,080.93	\$16,000.00
E 70-33-600-3-1-715 VEHICLES	\$40,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00
E 70-33-600-3-1-725 POLES, TOWERS & FIXTURES	\$11,000.00	\$0.00	\$11,000.00	\$671.31	\$11,000.00
E 70-33-600-3-1-730 OVERHEAD CONDUCTORS & DE	\$12,000.00	\$0.00	\$12,000.00	\$24,435.59	\$12,000.00
E 70-33-600-3-1-735 UNDERGROUND CONDUCTORS	\$40,000.00	\$0.00	\$40,000.00	\$42,063.41	\$40,000.00
E 70-33-600-3-1-740 STREET LIGHTS	\$8,000.00	\$0.00	\$8,000.00	\$14,540.41	\$12,000.00
E 70-33-600-3-1-745 LINE TRANSFORMERS	\$35,000.00	\$14,463.16	\$35,000.00	\$8,621.39	\$35,000.00
E 70-33-600-3-1-750 NEW SERVICES CONSTRUCTION	\$10,000.00	\$10,885.63	\$10,000.00	\$8,239.78	\$10,000.00
E 70-33-600-3-1-760 TOOLS & EQUIPMENT	\$38,000.00	\$25,579.89	\$38,000.00	\$33,351.38	\$38,000.00
E 70-33-600-2-0-810 PRINCIPAL ON BONDS	\$220,000.00	\$0.00	\$225,000.00	\$0.00	\$230,000.00
E 70-33-600-2-0-820 INTEREST EXPENSE	\$61,040.00	\$62,731.29	\$56,640.00	\$28,320.00	\$52,140.00
E 70-33-600-2-0-830 PAYING AGENT FEES	\$950.00	\$0.00	\$950.00	\$0.00	\$950.00
E 70-33-600-2-0-910 TRANSFER TO OTHER FUNDS	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
E 70-33-600-2-0-961 ENERGY PROGRAM	\$80,000.00	\$65,075.92	\$80,000.00	\$47,216.57	\$80,000.00

CITY OF ST. CHARLES

2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
E 70-33-600-3-1-965 ELECTRIC METERS	\$14,000.00	\$0.00	\$14,000.00	\$14,423.41	\$24,000.00
E 70-33-600-2-0-996 SALES & USE TAX	\$0.00	\$0.00	\$0.00	\$846.00	\$0.00
E 70-33-600-2-0-997 GENERATION FUEL	\$270,000.00	\$5,847.15	\$70,000.00	\$16,676.14	\$40,000.00
DEPT 600 ELECTRIC DEPARTMENT	\$3,005,675.00	\$2,465,275.19	\$3,018,105.00	\$2,205,381.86	\$2,895,530.00
FUND 70 ELECTRIC FUND	\$3,005,675.00	\$2,465,275.19	\$3,018,105.00	\$2,205,381.86	\$2,895,530.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 71 WATER FUND					
R 71-60-4915 GAIN/LOSS ON INVESTMEN	-\$1,129.83	\$0.00	\$0.00	\$0.00	\$0.00
R 71-60-6630 TRANSFERS FROM OTHER F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 71-80-6610 INTEREST INCOME	\$2,864.19	\$2,500.00	\$2,000.00	\$1,207.22	\$2,000.00
R 71-80-6645 OTHER LOCAL REVENUES	\$8,173.10	\$0.00	\$4,300.00	\$3,342.78	\$4,300.00
R 71-80-6657 CONTRIBUTED CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 71-80-7615 WAC & SAC FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 71-80-7616 HOOK UP FEES	\$0.00	\$0.00	\$0.00	\$6,300.00	\$0.00
R 71-80-7620 WATER SALES	\$511,493.69	\$516,540.00	\$532,030.00	\$399,037.87	\$547,990.00
R 71-80-7625 WATER METER SALES	\$3,341.00	\$2,000.00	\$2,000.00	\$3,168.89	\$2,000.00
FUND 71 WATER FUND	\$524,742.15	\$521,040.00	\$540,330.00	\$413,056.76	\$556,290.00

CITY OF ST. CHARLES
2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 71 WATER FUND					
DEPT 610 WATER DEPARTMENT					
E 71-33-610-1-0-110 REGULAR SALARIES	\$100,805.00	\$99,523.24	\$105,465.00	\$74,862.07	\$105,670.00
E 71-33-610-1-0-140 HEALTH INSURANCE	\$14,030.00	\$15,471.38	\$17,300.00	\$15,482.11	\$20,430.00
E 71-33-610-1-0-150 EMPL CONT-PERA	\$7,310.00	\$7,204.23	\$7,645.00	\$5,422.21	\$7,925.00
E 71-33-610-1-0-160 EMP CONT-FICA	\$7,715.00	\$7,124.80	\$8,075.00	\$5,334.05	\$8,100.00
E 71-33-610-1-0-180 WORKERS COMPENSATION	\$2,600.00	\$1,219.00	\$2,600.00	\$1,692.00	\$2,600.00
E 71-33-610-2-0-200 DEPRECIATION EXPENSE	\$0.00	\$124,673.00	\$0.00	\$0.00	\$0.00
E 71-33-610-2-0-205 BANK FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-2-0-210 OFFICE SUPPLIES	\$1,000.00	\$918.99	\$1,000.00	\$736.62	\$1,000.00
E 71-33-610-2-0-213 GAS & OIL	\$3,000.00	\$2,308.58	\$3,000.00	\$2,445.54	\$3,000.00
E 71-33-610-2-0-219 CLOTHING ALLOWANCE	\$3,000.00	\$2,576.96	\$3,000.00	\$898.23	\$3,000.00
E 71-33-610-2-0-235 OTHER SUPPLIES	\$25,000.00	\$24,478.60	\$25,000.00	\$5,952.84	\$25,000.00
E 71-33-610-2-0-305 PRF SERVICE-ACCOUNTING	\$4,700.00	\$2,450.00	\$4,700.00	\$2,400.00	\$4,700.00
E 71-33-610-2-0-310 PRF SERVICE-LEGAL	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
E 71-33-610-2-0-315 ENGINEER SERVICES	\$5,000.00	\$10,000.00	\$5,000.00	\$5,059.68	\$5,000.00
E 71-33-610-2-0-319 OTHER PRF SERVICES	\$10,000.00	\$12,797.02	\$30,000.00	\$19,285.91	\$30,000.00
E 71-33-610-2-0-320 COMMUNICATIONS	\$4,000.00	\$6,199.25	\$4,000.00	\$4,691.32	\$4,000.00
E 71-33-610-2-0-321 RADIO MAINTENTANCE	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00
E 71-33-610-2-0-325 TRANSPORTATION & TRAINING	\$4,000.00	\$3,312.86	\$4,000.00	\$1,451.00	\$4,000.00
E 71-33-610-2-0-340 INSURANCE	\$6,000.00	\$4,932.00	\$6,000.00	\$6,013.00	\$6,000.00
E 71-33-610-2-0-345 UTILITIES	\$50,000.00	\$42,910.62	\$50,000.00	\$39,521.22	\$50,000.00
E 71-33-610-2-0-347 BUILDING REPAIR	\$1,000.00	\$25.73	\$1,000.00	\$0.00	\$1,000.00
E 71-33-610-2-0-350 REPAIR & MAINTENANCE	\$9,000.00	\$7,313.75	\$9,000.00	\$2,211.42	\$9,000.00
E 71-33-610-2-0-351 VEHICLE REPAIR	\$2,500.00	\$1,455.78	\$2,500.00	\$353.24	\$2,500.00
E 71-33-610-2-0-362 GARBAGE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-2-0-364 MEMBERSHIPS	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
E 71-33-610-2-0-365 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-3-1-510 BUILDINGS	\$500.00	\$254.25	\$500.00	\$0.00	\$500.00
E 71-33-610-3-1-627 FEMA PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-3-1-630 OTHER IMPROVEMENTS/CIP	\$30,000.00	\$3,237.90	\$30,000.00	\$10,831.20	\$100,000.00
E 71-33-610-2-0-701 FREEZE/THAW ASSISTANCE	\$0.00	\$0.00	\$0.00	\$10,847.00	\$0.00
E 71-33-610-3-1-715 VEHICLES	\$27,500.00	\$529.65	\$0.00	\$0.00	\$0.00
E 71-33-610-3-1-720 OTHER EQUIPMENT	\$3,500.00	\$2,986.13	\$3,500.00	\$923.32	\$3,500.00
E 71-33-610-3-1-775 WELLS	\$3,000.00	\$0.00	\$3,000.00	\$450.19	\$3,000.00
E 71-33-610-2-0-810 PRINCIPAL ON BONDS	\$184,779.00	\$0.00	\$107,509.00	\$107,509.00	\$21,977.00
E 71-33-610-2-0-820 INTEREST EXPENSE	\$27,992.00	\$34,032.67	\$21,662.00	\$21,662.00	\$18,023.00
E 71-33-610-2-0-830 PAYING AGENT FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-2-0-910 TRANSFER TO OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 71-33-610-3-1-955 WATER METERS	\$30,400.00	\$0.00	\$30,400.00	\$30,141.19	\$80,400.00
E 71-33-610-3-1-960 CONNECTING DEVICES	\$1,000.00	\$126.25	\$1,000.00	\$0.00	\$1,000.00
E 71-33-610-3-1-970 WATER MAIN MATERIAL	\$5,000.00	\$0.00	\$5,000.00	\$3,372.45	\$5,000.00
E 71-33-610-3-1-975 WATER TOWER	\$0.00	\$0.00	\$120,000.00	\$0.00	\$0.00
E 71-33-610-3-1-980 HYDRANTS	\$5,000.00	\$0.00	\$5,000.00	\$4,254.85	\$5,000.00
DEPT 610 WATER DEPARTMENT	\$581,331.00	\$418,062.64	\$618,856.00	\$383,803.66	\$533,325.00
FUND 71 WATER FUND	\$581,331.00	\$418,062.64	\$618,856.00	\$383,803.66	\$533,325.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 72 SEWER FUND					
R 72-60-4915 GAIN/LOSS ON INVESTMEN	-\$363.71	\$0.00	\$0.00	\$0.00	\$0.00
R 72-90-6610 INTEREST INCOME	\$1,701.77	\$1,000.00	\$1,000.00	\$591.37	\$1,000.00
R 72-90-6630 TRANSFERS FROM OTHER F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 72-90-6645 OTHER LOCAL REVENUES	\$1,496.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
R 72-90-6657 CONTRIBUTED CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 72-90-7615 WAC & SAC FEES	\$0.00	\$0.00	\$0.00	\$5,280.00	\$0.00
R 72-90-7616 HOOK UP FEES	\$26,400.00	\$0.00	\$0.00	\$4,800.00	\$0.00
R 72-90-7630 SEWER SALES	\$655,832.31	\$653,880.00	\$693,110.00	\$531,436.95	\$734,695.00
FUND 72 SEWER FUND	\$685,066.37	\$656,380.00	\$695,610.00	\$542,108.32	\$735,695.00

CITY OF ST. CHARLES

2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 72 SEWER FUND					
DEPT 620 SEWER DEPARTMENT					
E 72-33-620-1-0-110 REGULAR SALARIES	\$54,300.00	\$53,685.87	\$58,035.00	\$39,969.32	\$71,235.00
E 72-33-620-1-0-140 HEALTH INSURANCE	\$7,634.00	\$7,977.43	\$8,800.00	\$8,556.49	\$15,000.00
E 72-33-620-1-0-150 EMPL CONT-PERA	\$3,940.00	\$3,824.67	\$4,205.00	\$2,894.80	\$5,345.00
E 72-33-620-1-0-160 EMP CONT-FICA	\$4,160.00	\$3,603.28	\$4,440.00	\$2,631.29	\$5,500.00
E 72-33-620-1-0-180 WORKERS COMPENSATION	\$400.00	\$121.00	\$400.00	\$152.00	\$400.00
E 72-33-620-2-0-200 DEPRECIATION EXPENSE	\$0.00	\$70,731.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-210 OFFICE SUPPLIES	\$1,500.00	\$1,151.02	\$1,500.00	\$881.85	\$1,500.00
E 72-33-620-2-0-213 GAS & OIL	\$200.00	\$264.91	\$200.00	\$457.95	\$1,000.00
E 72-33-620-2-0-219 CLOTHING ALLOWANCE	\$3,700.00	\$3,079.31	\$3,700.00	\$0.00	\$3,700.00
E 72-33-620-2-0-235 OTHER SUPPLIES	\$1,200.00	\$1,158.49	\$1,200.00	\$946.63	\$1,200.00
E 72-33-620-2-0-305 PRF SERVICE-ACCOUNTING	\$2,800.00	\$2,450.00	\$2,800.00	\$2,400.00	\$2,800.00
E 72-33-620-2-0-310 PRF SERVICE-LEGAL	\$400.00	\$0.00	\$400.00	\$0.00	\$400.00
E 72-33-620-2-0-315 ENGINEER SERVICES	\$2,750.00	\$2,585.00	\$2,750.00	\$0.00	\$2,750.00
E 72-33-620-2-0-319 OTHER PRF SERVICES	\$4,000.00	\$2,712.39	\$4,000.00	\$3,825.23	\$4,000.00
E 72-33-620-2-0-320 COMMUNICATIONS	\$2,400.00	\$2,884.29	\$2,400.00	\$1,648.67	\$2,400.00
E 72-33-620-2-0-325 TRANSPORTATION & TRAINING	\$3,500.00	\$3,369.15	\$3,500.00	\$789.52	\$3,500.00
E 72-33-620-2-0-335 ADVERTISING & PUBLISHING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-340 INSURANCE	\$1,000.00	\$2,270.00	\$1,000.00	\$4,016.95	\$4,000.00
E 72-33-620-2-0-345 UTILITIES	\$4,000.00	\$5,806.53	\$4,000.00	\$3,415.10	\$4,000.00
E 72-33-620-2-0-350 REPAIR & MAINTENANCE	\$10,000.00	\$10,322.15	\$10,000.00	\$6,449.60	\$10,000.00
E 72-33-620-2-0-351 VEHICLE REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-362 GARBAGE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-365 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-380 DISTRICT PAYMENT	\$408,820.00	\$400,998.21	\$437,500.00	\$315,357.88	\$459,375.00
E 72-33-620-3-1-510 BUILDINGS	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00
E 72-33-620-3-1-627 FEMA PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-3-1-630 OTHER IMPROVEMENTS/CIP	\$75,000.00	\$8,014.03	\$75,000.00	\$75,447.00	\$75,000.00
E 72-33-620-3-1-720 OTHER EQUIPMENT	\$2,000.00	\$177.36	\$2,000.00	\$1,990.84	\$2,000.00
E 72-33-620-3-1-785 SEWER MAINS CONSTRUCTION	\$4,000.00	\$595.61	\$4,000.00	\$687.00	\$4,000.00
E 72-33-620-2-0-810 PRINCIPAL ON BONDS	\$109,514.00	\$0.00	\$57,501.00	\$57,501.00	\$0.00
E 72-33-620-2-0-820 INTEREST EXPENSE	\$5,667.00	\$4,856.33	\$1,946.00	\$1,945.00	\$0.00
E 72-33-620-2-0-830 PAYING AGENT FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 72-33-620-2-0-910 TRANSFER TO OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEPT 620 SEWER DEPARTMENT	\$713,885.00	\$592,638.03	\$692,277.00	\$531,964.12	\$680,105.00
FUND 72 SEWER FUND	\$713,885.00	\$592,638.03	\$692,277.00	\$531,964.12	\$680,105.00

CITY OF ST. CHARLES
2015 Revenue Report for Budget

Account Descr	2013 Amt	2013 Budget	2014 Budget	2014 YTD Amt	2015 Budget
FUND 73 STORM WATER DRAINAGE FUND					
R 73-60-4915 GAIN/LOSS ON INVESTMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 73-95-6610 INTEREST INCOME	\$109.47	\$400.00	\$400.00	\$46.02	\$400.00
R 73-95-6630 TRANSFERS FROM OTHER F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 73-95-6645 OTHER LOCAL REVENUES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 73-95-6657 CONTRIBUTED CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 73-95-7680 STORM WATER FEES	\$83,075.27	\$82,668.00	\$82,668.00	\$64,440.65	\$82,668.00
FUND 73 STORM WATER DRAINAGE FUND	\$83,184.74	\$83,068.00	\$83,068.00	\$64,486.67	\$83,068.00

CITY OF ST. CHARLES
2015 Budget Expenditure Report - Departmental

Account Descr	2013 Budget	2013 Amt	2014 Budget	2014 YTD Amt	2015 Budget
FUND 73 STORM WATER DRAINAGE FUND					
DEPT 630 STORM WATER DEPARTMENT					
E 73-33-630-2-0-110 REGULAR SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 73-33-630-2-0-160 EMP CONT-FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 73-33-630-3-1-200 DEPRECIATION EXPENSE	\$0.00	\$16,996.00	\$0.00	\$0.00	\$0.00
E 73-33-630-2-0-305 PRF SERVICE-ACCOUNTING	\$1,100.00	\$450.00	\$1,100.00	\$200.00	\$1,100.00
E 73-33-630-2-0-315 ENGINEER SERVICES	\$2,000.00	\$150.00	\$2,000.00	\$0.00	\$2,000.00
E 73-33-630-3-1-627 FEMA PROJECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 73-33-630-3-1-630 OTHER IMPROVEMENTS/CIP	\$5,000.00	\$637.08	\$5,000.00	\$4,476.19	\$5,000.00
E 73-33-630-3-1-785 SEWER MAINS CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 73-33-630-3-1-912 STORM WATER MGMNT	\$70,000.00	\$0.00	\$70,000.00	\$50,910.33	\$70,000.00
DEPT 630 STORM WATER DEPARTMENT	\$78,100.00	\$18,233.08	\$78,100.00	\$55,586.52	\$78,100.00
FUND 73 STORM WATER DRAINAGE FUND	\$78,100.00	\$18,233.08	\$78,100.00	\$55,586.52	\$78,100.00

CITY OF ST. CHARLES

MEMORANDUM

TO: MAYOR SPITZER & COUNCIL

FROM: KRISTINE HUINKER

SUBJECT: WATER METERS

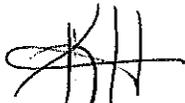
DATE: 10/09/2014

Changing out the current city water meters to remote meters has been an ongoing project for some time now. A test was conducted with 39 meters running 10 gallons through – the potential gallons lost came in at 28%. Therefore, we are losing substantial revenues with these older meters.

The installation of the new remote meters would reduce staff costs, as shown on the attached sheet. The estimated cost of finishing installation of remote meters is approximately \$115,000.

The goal would be to finish this project in 2015. With the bond payment lowering substantially in 2015 (\$89,000), it seems possible to allot monies toward this project. In addition, the water tower painting cost is significantly lower than planned, allowing the possibility for some of these meters to be purchased in 2014.

Cassie has put together a spreadsheet explaining project cost, current labor costs, new labor costs, and potential savings with the completion of this project. After reviewing the current financials as well as the 2015 budget, I see no problem in completing this project. Please let me know if you have any questions.



Kristine

Meter Counts / Costs

9/23/2014

Meter Type	Counts	Price	Total Cost
Residential Electric	286	\$60.00	\$17,160.00
1Ph Commercial	32	\$60.00	\$1,920.00
3Ph Commercial	37	\$380.00	\$14,060.00
Large Power	6	\$450.00	\$2,700.00
Total-Electric	361		\$35,840.00

Meter Type	Counts	Price	Total Cost
Water-Residential	500	\$200.00	\$100,000.00
Water-Commercial	15	\$1,000.00	\$15,000.00
Total-Water	515		\$115,000.00

Total Count/Cost	876		\$150,840.00
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Current Labor Costs	Hours	Rate	Total per month	Total per Year
Cassie-Mobile	2.5	17.82	\$44.55	\$534.60
Randy	5	23.54	\$117.70	\$1,412.40
Greg	8	20.74	\$165.92	\$1,991.04
Mike	7.5	24.53	\$183.98	\$2,207.70
Marti	5	24.53	\$122.65	\$1,471.80
Janell				
Meter read analysis	6	24.71	\$148.26	\$1,779.12
Re-reads	3	24.53	\$73.59	\$883.08
Total Hours/Cost	37		\$856.65	\$10,279.74

Potential Labor Costs	Hours	Rate	Total per Month	Total per Year
Cassie-Mobile	2.5	17.82	\$44.55	\$534.60
Janell				
Meter read analysis	6	24.71	\$148.26	\$1,779.12
Re-reads	1.5	24.53	\$36.80	\$441.54
Total Hours/Cost	10		\$229.61	\$2,755.26

Savings	Hours	Total per Month	Total per Year
Current Hours/Cost	37	\$856.65	\$10,279.74
Potential Hours/Cost	10	\$229.61	\$2,755.26
Total Hours/Cost	27	\$627.04	\$7,524.48

Meters On-Hand	
Meter Type	Counts
Residential Electric	50
1Ph Commercial	0
3Ph Commercial	0
Large Power	0
Total-Electric	50
Water	20
Total-Water	20
Total On-Hand	70

Low Flow Water Meter Test (39 meters tested w/ 10 gallons/test) - March 2012

Total gallons run through meters	390.00
Gallons lost	107.75
% loss	28%

Resolution #37-2014

A Resolution Authorizing Qualified Part-Time Police Officers to Participate in the City's PERA Plan

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City of St. Charles, Minnesota hereby declares that the position of part-time police officer, currently held by Chad Myers (originally hired April 21, 2005), meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

STATE OF MINNESOTA

COUNTY of Winona

I, Nick Koverman, City Administrator of the City of St. Charles, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 14th day of October, 2014; the original of which is on file in this office. I further certify that ____ members voted in favor of this resolution and that ____ members were present and voting.

Passed and approved this 14th day of October 2014.

William J. Spitzer, Mayor

Attest: _____
Nick Koverman, City Administrator

**City of St. Charles
Resolution #38-2014**

Local Board Powers to be Reinstated

**A RESOLUTION OF THE CITY OF ST. CHARLES, MINNESOTA, TO ESTABLISH
A LOCAL BOARD OF APPEAL AND EQUALIZATION PURSUANT TO
MINNESOTA STATUTE 274.014, SUBD. 3, PARAGRAPH C.**

Whereas, the city of St. Charles is authorized to serve as the local board of appeal and equalization pursuant to Minnesota Statute 274.01; and

Whereas, the city of St. Charles' powers to act as the local board of appeal and equalization were transferred to the county of Winona pursuant to Minnesota Statute 274.014, Subd. 3, paragraph a; and

Whereas, said statute provides for the reinstatement of the governing body of the city or town to serve as the local board of appeal and equalization by resolution of said city council and upon proof of compliance with Minnesota Statute 274.014, Subd. 2:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the city of St. Charles, Minnesota, to establish the City Council as the local board of appeal and equalization pursuant to the above-referenced statutes.

Passed and adopted by the City Council of the city of St. Charles this 14th day of October, 2014.

William J. Spitzer, Mayor

ATTEST:

Nick Koverman City Administrator

City of St. Charles

Resolution #39-2014

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES,
MINNESOTA AUTHORIZING MEMBERSHIP IN THE
UPPER MIDWEST MUNICIPAL ENERGY GROUP**

WHEREAS, the City of St. Charles, Minnesota (“City”), owns and operates an electric utility system pursuant to Minn. Stat. 412.321, and through such utility distributes and sells electric power and energy at retail;

WHEREAS, Minn. Stat. 471.59 et seq., provides that Minnesota governmental units may by agreement, through action of their governing bodies, jointly or cooperatively exercise any power common to the contracting parties or any similar powers;

WHEREAS, Minn. Stat. 471.59 defines governmental units as every city, town or other political subdivision of this or another state and includes any instrumentality of a governmental unit. For purposes of that section, an “instrumentality of a governmental unit” means an instrumentality having independent policy making and other appropriate authority.

WHEREAS, City is presently a member of the Upper Midwest Municipal Power Agency, a municipal joint action agency created under Iowa law (“UMMPA”), along with other similarly situated municipalities in Wisconsin and Iowa;

WHEREAS, the Iowa and Wisconsin members of UMMPA are also members or associate members of the Western Wisconsin Municipal Power Group (“WWMPG”), which is a Wisconsin municipal electric company formed under Wis. Stat. §66.0825, formerly §66.073, for the purpose of engaging in joint action in the generation, transmission and distribution of electricity;

WHEREAS, the City Council has determined that it is in the best interests of City and its electric ratepayers for the City to enter into a single agreement with the other Wisconsin and Iowa members of WWMPG in order to continue engaging in joint action in the generation, transmission and distribution of electricity;

WHEREAS, WWMPG’s formation contract, which is known as the “Contract Establishing a Municipal Group,” dated March 14, 1978 (“Contract”), has been restated and amended for the above-stated purpose, as well as for the purpose of updating certain terms to

reflect current law and practice;

WHEREAS, under the restated and amended Contract the Western Wisconsin Municipal Power Group will now be known as the “Upper Midwest Municipal Energy Group” (“UMMEG”);

WHEREAS, the City Council has reviewed the restated and amended Contract, and has examined all other matters deemed relevant by the City and now desires to become a member of UMMEG;

NOW, THEREFORE, be it resolved by the City Council of the City of St. Charles:

Section One: City shall enter into the restated and amended Contract Establishing a Municipal Group, together with other similarly situated municipalities in Iowa, Wisconsin and Minnesota.

Section Two: City agrees to be bound as a party by all the terms and conditions of the restated and amended Contract.

Section Three: The appropriate City officials are authorized and directed to execute and deliver the restated and amended Contract on behalf of the City, which will be filed, along with a certified copy of this Resolution, with the Wisconsin Secretary of State, and to take all other steps necessary and appropriate for the City to function as a member of the Upper Midwest Municipal Energy Group.

Section Four: City agrees and acknowledges that the Upper Midwest Municipal Power Agency shall be dissolved in accordance with the terms of the agreement which created it, and that all contracts with UMMPA to which City is a party, shall be assigned to the Upper Midwest Municipal Energy Group immediately upon the formal dissolution of UMMPA.

Section Five: The City’s representative on the Upper Midwest Municipal Energy Group Board of Commissioners shall be Kyle Karger and Nick Koverman shall be its alternate. The City’s representative shall receive and give on behalf of the City, any and all notices to and from the Upper Midwest Municipal Energy Group, except that written notice of change in the City’s representation shall be given to the Upper Midwest Municipal Energy Group by the City Council.

THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.

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

October, 2014.

William J. Spitzer, Mayor

ATTEST:

Nick Koverman, City Administrator

CONTRACT ESTABLISHING A MUNICIPAL ELECTRIC GROUP

This contract ("Contract") originally made on the 14th day of March, 1978, and hereby restated and amended this 12th day of November, 2014, by and between the following Wisconsin municipalities: CITY OF ARCADIA, VILLAGE OF ARGYLE, VILLAGE OF CASHTON, CITY OF CUMBERLAND, CITY OF ELROY, CITY OF FENNIMORE, VILLAGE OF LAFARGE, CITY OF NEW LISBON, VILLAGE OF VIOLA, VILLAGE OF MERRILLAN ; the following Iowa municipalities: CITY OF OSAGE, CITY OF FOREST CITY, CITY OF LAKE MILLS, CITY OF MCGREGOR; and the following Minnesota municipalities: CITY OF ST. CHARLES, CITY OF LANESBORO.

WITNESSETH:

WHEREAS, s. 66.0825, Wis. Stats., as amended, provides that any combination of municipalities which operate facilities for the generation or transmission or distribution of an electric power and energy may, by contract with each other, establish a separate governmental entity to be known as a municipal electric company or group to be used by such contracting municipalities to effect joint development of electric energy resources or production, distribution and transmission of electric power and energy in whole or in part for the benefit of the contracting municipalities;

WHEREAS, each of the municipalities which is a party to this Contract is the owner and operator of a municipal electric utility, which includes the operations of facilities for the generation, transmission and distribution of electric power and energy;

WHEREAS, each of the municipalities hereunder as a part of the owning and operation of its municipal electric utility, owns and operates generation facilities with capacity to provide all or a portion of its present power and energy load;

WHEREAS, each of the contracting municipalities as a part of the operation of its municipal electric utility, as of the dates first written above, has a contract with a rural electric cooperative for furnishing electric energy on a wholesale basis or has such a contract with Dairyland Power Cooperative ("Dairyland");

WHEREAS, each of the municipal electric utilities owned and operated by the contracting municipalities has a common need to obtain future power and energy supplies;

WHEREAS, it is the determination of the governing bodies of the contracting municipalities joining in this Contract that all or a portion of the electric power and energy requirements of each of them in relation to the generation or purchase, transmission and distribution of electric power and energy could better be met by a joint effort;

WHEREAS, a municipal electric company organized for such purpose may find it advisable from time to time to join with one or more public agencies or persons as defined in s. 66.0825, Wis. Stats., within Wisconsin or outside of the State of Wisconsin in fulfilling the purposes of this Contract;

WHEREAS, the Wisconsin municipalities named above were parties to this Contract as of the date first written above and the Iowa and Minnesota municipalities named above have determined that it is advisable and in the best interest of their communities to become parties to this Contract as of the date next written above, following the formal dissolution of the Upper Midwest Municipal Power Agency, a municipal joint action agency formed under Iowa law, so as to continue obtaining the benefits of joint action;

NOW, THEREFORE, THE ABOVE MUNICIPALITIES PURSUANT TO THE AUTHORITIES GRANTED BY THE ACTIONS OF THEIR RESPECTIVE VILLAGE BOARDS AND CITY COUNCILS HEREBY BY THIS CONTRACT JOINTLY REAFFIRM THE ESTABLISHMENT OF A MUNICIPAL ELECTRIC COMPANY FOR THE PURPOSES PERMITTED AND PROVIDED FOR IN SAID S. 66.0825, WIS. STATS., AS AMENDED AND IT IS HEREBY PROVIDED THAT SAID COMPANY SHALL BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS HEREBY MUTUALLY AGREED UPON BY AND BETWEEN THE ABOVE NAMED CONTRACTING MUNICIPALITIES, TO-WIT:

ARTICLE
CREATION AND NAME

1.01 AUTHORITY

This Group is created under, by virtue of and pursuant to the provisions of s. 66.0825, Wis. Stats., as amended.

1.02 ENABLING ACT

This amended and restated Contract and the execution and delivery thereof has been authorized by the respective governing bodies of each of the contracting municipalities joining herein. Each of the resolutions of each of the governing bodies is incorporated herein by reference and the officers of each of the municipalities by the execution hereof hereby for their respective governmental entities certify that each governing body adopted said resolution in a legal manner and at a legally constituted and legally held meeting of each of such governing bodies and that such resolution and the adoption of the same are included in the official minutes of each of such meetings and that such resolution in each case has in no way since said adoption been altered, amended, or rescinded and is presently in full force and effect. Certified copies of each of the resolutions from each of the city councils and village boards are on file in the office of the secretary of the Group.

1.03 EXECUTION AND DELIVERY

Upon the proper adoption of the enabling resolution by the respective governing bodies of the parties hereto, each party shall execute the original of this amended and restated Contract. The original amended and restated Contract shall be filed with the Secretary of State of the State of Wisconsin. Each contracting municipality shall receive a photostatic copy of the

original contract and a photostatic copy of the certification of incorporation from the Secretary of State.

1.04 OFFICIAL NAME

The official name of this organization shall be the UPPER MIDWEST MUNICIPAL ENERGY GROUP. Section 65.0825 refers to the entity to be formed as a "company". However, s. 66.0825 (5) (a) provides that the name of the company can be referred to as a "group". These contracting municipalities have determined to refer to the organization created hereby as a "group". It is hereby provided that whenever in the contract the term "Group" is used it shall be construed to mean "company" insofar as s. 66.0825, Wis. Stats. , is concerned.

ARTICLE II TERM

2.01 COMMENCEMENT AND TERMINATION

The term of this Contract shall be deemed to have commenced as of July 11th, 1978, which is the date of issuance of the original certificate of incorporation by the Wisconsin Secretary of State. The Contract was reaffirmed, restated and amended on November 12, 2014, by action of the Board of Commissioners then existing, following appropriate action by each of the members. The restated and amended Contract was then executed by each member, including those members of the agency formerly known as the Upper Midwest Municipal Power Agency that were not originally part of this group, following appropriate action by each of their governing bodies. The Contract shall continue until rescinded or terminated as set forth below under this article.

2.02. WITHDRAWAL

Any member may withdraw by giving written notice on or before November 1 of any year. Such notice shall be given by filing such notice with the secretary of the Board of Commissioners. Such withdrawal shall be effective on the following December 31. The withdrawal of a member will not affect the requirement that the member pay all outstanding obligations to the organization.

2.03 RIGHTS AND ASSETS IN CASE OF WITHDRAWAL

A withdrawing member by such withdrawal waives and releases all rights to the assets of the group.

2.04 DISSOLUTION

If three or more member municipalities withdraw in any year, then the remaining members shall vote as to continuation of the group. Failure to obtain a majority of the remaining members to continue shall constitute dissolution. Such dissolution is subject to the restrictions

and provisions of s. 66.0825 (5) (1), Wis. Stats.

2.05 DISTRIBUTION OF ASSETS ON DISSOLUTION

In case of dissolution after the payment of debt and expenses all remaining assets shall be distributed to the remaining member municipalities in proportion to the money, including special assessments, paid by each member during its membership.

ARTICLE III MANAGEMENT

3.01 BOARD OF COMMISSIONERS

The group herein created shall be governed by a Board of Commissioners consisting of one commissioner for each member municipality. The parties hereto agree and provide that the Board of Directors provided for in s. 66.0825, Wis. Stats., shall be referred to herein and shall be known as a "Board of Commissioners" rather than as a "Board of Directors" and that the directors shall be known as commissioners. It is hereby provided that whenever in s. 66.0825 reference is made to "Board of Directors" it shall be construed in relation to this Contract and the group created as being the "Board of Commissioners" or "Commission" and whenever in said section the term "director" is used it shall be construed to refer to a "commissioner" herein. Each member municipality shall appoint one commissioner and, if desired, one alternate. The appointment of the representative and alternate shall be for a term of one year commencing as of the date of the group's annual meeting and running to the date of the annual meeting of the following year. Making or reaffirming the appointment shall be a continuing obligation of said governing body and any commissioner without a successor at the expiration of his or her term shall continue in office until his or her successor is formally appointed and qualified by the member municipality. In the event of a vacancy from any municipality a successor shall be appointed by said municipality for the balance of the term in the manner as the initial appointment of the commissioner and alternate is made. If a commissioner or alternate is temporarily incapacitated or absent then a substitute commissioner or alternate may be designated by an authorized official of the municipality until the return of the absent commissioner or the ending of the incapacity. Each commissioner and alternate shall be considered appointed upon the filing of a written certification of the appointment by the municipal clerk of his or her municipality with the secretary of the commission, or by affirmation of an annual registration of the Board of Commissioners at the annual meeting of the Group. In the event of a temporary appointment because of the absence or incapacity of a commissioner or alternate, such appointment may be accomplished by a written designation filed by an authorized official of the municipality. The governing body of the municipality may remove the commissioner or alternate representing such municipality without cause and at will. In the event of any such removal, a successor shall be appointed in the same way as the appointment is made in the event of a vacancy. A commissioner and alternate shall be a resident of the municipality he or she represents and may be a member of the Village Board or City Council or hold any other office within the municipality or be an employee of the municipality.

3.02 CERTIFICATE OF APPOINTMENT

The Village Clerk and the City Clerk of each municipality shall, if requested by the secretary or his or her designee, certify the appointment of the commissioner and alternate for each municipality on the Board of Commissioners, and in the event of any municipality filling a vacancy during the term of office, shall provide evidence to the secretary of the commission that the vacancy has been filled by their governing body. In case of removal of a commissioner or alternate by the governing body of his or her municipality, the clerk of the municipality removing the commissioner or alternate shall certify in writing to the secretary of the commission as to the removal and as to the replacement.

3.03 OFFICERS

The Board of Commissioners shall elect a president and vice-president at the Group's annual meeting each year to serve a one year term. In addition the Board of Commissioners at the annual meeting shall elect a secretary and treasurer. It is hereby provided that the positions of secretary and treasurer, however, may be combined into one position by the Board of Commissioners with the right of the Board of Commissioners to later again divide position into two positions. The secretary-treasurer or the secretary and treasurer may be representatives on the Board of Commissioners but it is not necessary that they be members of the Board of Commissioners. The Board of Commissioners may elect the secretary-treasurer or the secretary and treasurer for the same terms as the president and vice-president or may provide for the appointment for an indefinite term and to serve at the pleasure of the Board of Commissioners. In the event an office is vacated during the term, the Board of Commissioners shall elect the president, vice-president, secretary or treasurer to fill the unexpired term of the vacating officer at any meeting of the Board of Commissioners convenient for such purpose.

3.04 STEERING COMMITTEE

The Board of Commissions may provide for the creation of a steering committee to function as an executive committee of the Board of Commissioners and delegate such powers and duties to said committee as the Board of Commissioners shall specify. Such committee can thereafter be eliminated and its powers and duties enlarged or reduced at the discretion of the Board of Commissioners. As a general rule, the steering committee shall include representatives of a minimum of five members, who may, but not need not be, representatives on the Board of Commissioners and shall include at least one representative of a member from each state of which the Group is comprised.

3.05 PRESIDENT AND VICE-PRESIDENT

The president shall be the chief executive officer of the Group and, subject to the control of the Board of Commissioners, shall supervise all of the business and affairs of the Group. He or she shall, when present, preside at all meetings of the Board of Commissioners. He

or she shall have authority, subject to such rules as may be prescribed by the Board of Commissioners to appoint such agents and employees of the Group as he or she shall deem necessary, to prescribe their powers, duties and compensation and delegate authority to them. Such agents and employees shall hold office at the discretion of the president. The Board of Commissioners, however, shall have authority to limit the provisions as to appointment and discharge and other controls of the president. The president shall have the authority, subject to control of the Board or Commissioners, to sign, execute and acknowledge on behalf of the Group all deeds, mortgages, notes, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of the business of the Group, or which have been authorized by resolution or motion of the Board of Commissioners. In general, the president shall perform all duties incident to the office of the president which are hereby declared to be similar to those of the mayor of a city or president of a village board and such other duties as may be prescribed by the Board of Commissioners from time to time, except as herein limited or enlarged. Notwithstanding the previous sentence, the right of veto is not included as a part of the powers of the president.

In the absence of the president, or in the event of his or her inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have the powers of and be subject to all the restrictions upon the president. The vice-president also shall perform such duties as from time to time may be assigned by the Board of Commissioners.

3.06 SECRETARY

The secretary of the Group shall keep the minutes of the meeting of the Board of Commissioners; draw and sign all orders upon the treasury in the manner provided by s. 66.042, Wis. Stats., as amended, and keep a full amount thereof with appropriate books; see that all notices are duly given and in accordance with the directions of the Board of Commissioners or as required by Wisconsin open meetings law; be custodian of the Group records and, if applicable, the seal of the Group, and see that the corporate seal of the Group, if applicable, is affixed to all documents, the execution of which on behalf of the Group under its seal is duly authorized; make reports required from the Group or its Board of Commissioners to agencies, commissions, departments or offices of the State of Wisconsin or the United States of America, unless the same is required to be filed by the president or the treasurer; and, in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority from time to time may be delegated or assigned to him or her by the Board of Commissioners. In general, he or she shall perform all duties incident to the office of secretary which are hereby declared to be similar to those of the clerk of a city or village, except as herein limited or enlarged. Notwithstanding the above, it is understood and acknowledged that until such time as the Group shall have its own employees or administrative staff, some or all of the responsibilities of the office of secretary may be performed by a designee of the Commission, which designee may include the staff of a member of the Group.

3.07 TREASURER

The treasurer shall have charge and custody of and be responsible for all funds and securities of the Group, receive and give receipts for moneys due and payable to the Group

from any source whatsoever and deposit all such moneys in the name of the Group in such banks, trust companies or other depositories as shall be selected or designated by the Board of Commissioners and disburse such funds from time to time in the manner as hereinafter provided and in general perform all the duties incident to the office of treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him or her by the Board of Commissioners. He or she shall keep a detailed account in suitable books in such manner as the Board of Commissioners shall direct. In general he or she shall perform all duties incident to the office of treasurer of a city except as limited or enlarged. The treasurer may give bond by surety company licensed to do business in the State of Wisconsin in such amounts as determined by the Board of Commissioners. The cost of such bond shall be paid for from commission funds. Notwithstanding the above, it is understood and acknowledged that until such time as the Group shall have its own employees or administrative staff, some or all of the responsibilities of the office of treasurer may be performed by a designee of the Commission, which designee may include the staff of a member of the Group.

3.08 VESTING OF POWERS

The Board of Commissioners shall be the governing body of the Group created by this Contract and as provided for in s. 66.0825 (5) (b), Wis. Stats., all powers of the Group are vested in said Board of Commissioners.

ARTICLE IV OPERATING PROCEDURES

4.01 MEETINGS OF THE BOARD OF COMMISSIONERS

The Board of Commissioners shall meet in regular meetings at least four times a year at a time and place to be established by the Board of Commissioners and held in accordance with applicable Wisconsin open meetings law. Such meetings may be held in person or electronically via conference call, webinar or otherwise, except that one such meeting shall be an annual meeting held in person in October or November each year for the purpose of electing officers, registering the Board of Commissioners and passing an annual budget. In addition, special meetings may be called and held in person or electronically upon provision of forty-eight (48) hours written or electronic notice from the president or the president's designee or from the secretary or from any three (3) commissioners as to time and place of meeting. A special meeting may also be convened at the discretion of the president, the vice-president or a designee of the same in less than forty-eight (48) hours, but in any case no less than two (2) hours, if reasonably warranted by circumstances. Written or electronic notice may be given through mailing such notice by ordinary or electronic mail to the address of a commissioner as shown on the records of the secretary of the commission and the time of notice shall be computed from the date of mailing or electronic mailing, as applicable. Proof of such mailing may be given by the affidavit or certificates of the person or persons doing the mailing. Any member may waive, by writing, any notice of a meeting required to be given by this Contract. The attendance by the member through its commissioner or alternate at a meeting shall constitute waiver of notice of such meeting by such member, except where such attendance shall be for the express purpose of objecting that any such meeting has been lawfully called or convened.

Business may be conducted if a quorum is present at a regular meeting or a properly noticed special meeting. A quorum is defined as more than 50% of all the commissioners. Each member shall cast one vote through its commissioner or its alternate. Proxy votes are not permitted. All votes shall be by a majority of the members present unless the statutes of the State of Wisconsin or other law requires otherwise. Other operating rules for the Board of Commissioners may be provided by the Board of Commissioners in bylaws approved by the Board of Commissioners, as long as such procedures are not in conflict with this Contract or any amendment thereto or the laws of the State of Wisconsin.

Said Board of Commissioners shall comply with the open meeting requirements of the State of Wisconsin now in effect or hereafter in effect.

4.02 MINUTES

The secretary of the Group shall attend all meetings of the Board of Commissioners, keep a full record of the proceedings and shall reduce the same to writing as minutes and keep the same as a permanent record. In the event of the absence of the secretary from any meeting, one of the commissioners or a designee may be selected by the Board to act as acting secretary except that if the provisions have been made for an assistant secretary, the assistant secretary shall perform the duties of the secretary, if present.

4.03 DISBURSEMENTS OF FUNDS

Funds shall be disbursed by order check or any means of electronic funds transfer as authorized by statute and it is hereby provided that s. 66.0607, Wis. Stats., as amended, shall apply to the Group as to approval and authorization of disbursements and the procedure of payments.

4.04 PUBLIC DEPOSITORIES

The Board of Commissioners shall designate a public depository for its accounts. In addition, said Board of Commissioners may designate other depositories for the purpose of depositing or holding funds or as a paying agent. All funds of the Group shall be considered public deposits and be governed by Chapter 34, Wis. Stats., as amended, and the designation of the depositories aforesaid shall be made in the manner provided by s. 34.05, Wis. Stats., as amended.

4.05 ACCOUNTING SYSTEM

The Board of Commissioners shall maintain a system of accounting in conformity with generally accepted accounting methods appropriate for utilities but may adjust such accounting methods in order to facilitate reporting and accounting to federal and state agencies if reporting and accounting to a federal and/or a state agency is required. An annual audit shall be conducted in the manner provided by the Board of Commissioners and copies of such annual

audit shall be furnished to the commissioner, or if requested, the clerk of each of the member municipalities and the underwriters of bonds, if any, issued by the company. If required by any bond issue or for any other purpose deemed necessary by the Board of Commissioners an audit may be made by a certified accountant independent of accountants associated with the company or any member municipalities.

4.06 PAYMENT FOR EXPENSES OF COMMISSIONERS

Commissioners may be reimbursed for actual expenses incurred including mileage for attending the meetings, and other days spent in the service of the commission at a rate to be established by the Board of Commissioners.

4.07 CONTRACTS

Contracts of the Group shall be in the name of the Group and shall be signed by its president and the secretary.

ARTICLE V PURPOSE OF CREATION

5.01 GENERAL PURPOSE

The general purpose of this Group shall be to promote the common interest of its members through exploration, development and implementation of projects, as defined below, from which the municipal electric utilities owned and operated by the parties hereto may benefit through joint action, including effecting the development of electric energy resources or facilities for the production, distribution and transmission of electric power and energy in whole or in part for the benefit of the contracting municipalities.

5.02 PROJECTS

A "project" shall be defined in accordance with Wis. Stat. s. 66.0825(3)(g), as may be amended, For any project in which less than all members are participating, the Board of Commissioners shall establish a Project Committee. The Project Committee shall be made up of the commissioners or alternates, or a person designated in writing by any commissioner, of each member electing to participate in the project. The Board of Commissioners by resolution may approve or disapprove, but not alter, amend or modify, proposed Group action approved by a Project Committee. Each member of a Project Committee shall have the percent of the total number of votes and fractions thereof (to the nearest one-tenth) that the amounts to be contributed to the project by the participating member bears to the total amount to be contributed to the project by all participating members; provided, however, that no member of a Project Committee shall have greater than a 50% voting interest in the project, regardless of the amount contributed by such member. Project Committees may establish their own rules for the operation of such Project Committee as long as they are otherwise not inconsistent with this contract.

ARTICLE VI
OTHER POWERS AND PROVISIONS

It is hereby declared and provided that the Group shall have all the powers permitted under the statutes and constitution of the State of Wisconsin in order to carry out its purposes and particularly those set forth in s. 66.0825, Wis. Stats., as amended, which shall include all powers necessary, appurtenant, convenient or incidental to the purposes of the Group. Without limiting the above powers and authorities it is hereby set forth and provided that included among said powers and authorities aforesaid shall be the following rights, powers and authorities:

(a) To negotiate with Dairyland Power Cooperative, or any other supplier of electric power, for future standard contracts as models for contracts between Dairyland and/or any other such supplier, including rural electric cooperatives, with the member municipalities herein, or one contract with this company as the purchaser for any or all of its members and including possible wheeling provisions with Dairyland to transfer energy between member municipalities herein or from other suppliers.

(b) Enter into franchise, exchange, interchange, pooling, wheeling, transmission and other similar agreements with any person or public agency.

(c) Contract with any person or public agency within or outside the state, for the construction of any project or for the sale or transmission of electric power and energy generated by any project or for any interest therein or any right to capacity thereof, or such terms and for such period of time as its Board of Commissioners shall determine.

(d) Purchase, sell, exchange, transmit or distribute electric power and energy within and outside the state in such amount as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities, and to enter into agreements with any person or public agency with respect to such purchase, sale, exchange or transmission, on such terms and for such period of time as its Board of Commissioners shall determine subject to the limitations set forth in s. 66.0825 (6) (g), Wis. Stats., as amended.

(e) To employ an executive administrator and such professional personnel, agents and employees as it deems desirable to accomplish its purposes as provided for herein.

(f) To sue, and to be sued, implead and be impleaded, complain and defend in all courts, and also, in or before applicable governmental agencies or commissions.

(g) To adopt, use and alter at will a corporate seal.

(h) Notwithstanding the provisions of any other law, invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in such obligations, securities and other investments as the

Board of Commissioners deems proper.

(i) Acquire, own, hold, use, lease (as Lessor or Lessee), sell or otherwise dispute of, mortgage, pledge, or grant a security interest in any real or personal property commodity or service or interest herein subject to s. 182.017 (8), Wis. Stats.

(j) Fix, maintain and revise fees, rates, rents, and charges for functions, services, facilities or commodities provided by the Group.

(k) Make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Group.

(l) To incur debt, liabilities or obligations including the borrowing of money and the issuance of bonds, secured or unsecured. Bonds and refunding bonds and pledging and securing said bonds making other agreements in connection therewith shall be made in the manner and as provided and subject to the terms, conditions, limitations of s. 66.0825, Wis. Stats., as amended, and particularly s. 11, 12, 13, 14, 15 and 16.

(m) To apply for and accept gifts, grants and aids which may now or hereafter be available or potentially available from any governmental source to aid in carrying out the purposes of this Contract and to enter into contracts, leases, or other transactions With any federal agency, the state, any agency of the state, or any, other public body of the state in connection therewith.

(n) To become a member of or associate with any other agency, authority, company, corporation, Group or system created pursuant to s. 66.0825. Wis. Stats.

(o) To contract with any other person or public agency as to sharing negotiations, planning, and receipt of services from Dairyland and rural electric cooperatives served by them:

(p) Join organizations, membership in which is deemed by the Board of Commissioners to be beneficial to the accomplishment of the purposes of this Contract.

(q) To agree to indemnify its officers or commissioners, employees and agents against any claims or judgments arising out of it or in connection with their work with the Group, including the expenses of defending himself or herself. The Board of Commissioners may hire appropriate counsel to defend any claims filed against such individuals concerning such matter and pay for the services.

(r) Make, and from time to time amend and repeal, bylaws, rules and regulations not inconsistent with this contract or s. 66.1173, Wis. Stats., to carry into effect the powers and purposes this Contract and the Group created thereby.

(s) Exercise any other power which are deemed necessary and convenient by the Group to effectuate the purposes of the Group.

(t) Do and perform any acts and things authorized under this Contract under, through or by means of an agent or by contract with any person.

6.02 ASSESSMENTS OR SUPPORT BY MEMBER MUNICIPALITIES
AND BUDGET

Each member shall pay annual dues to be due and payable by January 15 of each year. A preliminary budget should be developed prior to September 1 of each year and a final budget shall be adopted at the annual meeting of each year. The dues for the succeeding year shall be established in each annual budget. Assessments in addition to annual dues may be made only with consent of each member. Such consent shall be by the vote of the commissioner from each member municipality at a Board of Commissioners meeting. Such consent may also be registered by an absent commissioner in writing, filed with the secretary of the Group.

6.03 TAXES

Property of the Group shall only be subject to taxes or payment in lieu of taxes as provided for Under s. 66.0825 (16), Wis. Stats.

ARTICLE VII
JOINER BY ADDITIONAL MUNICIPALITY

The Group created by this restated and amended Contract is for the purpose of aid and improvement of municipalities owning and operating municipal electric utilities through joint action in the fields of generation, transmission, and distribution of electric power and energy and it is hereby provided that additional municipalities may become members and particularly those municipalities with a similar situation as to generating and acquiring the electric power and energy. Such a municipality may be permitted to join by majority vote of the Board of Commissioners and in accordance with terms and conditions set by the Board of Commissioners in connection with each additional membership. Such joinder must be supported by a resolution of the governing body of the joining municipality. To effectuate the joinder, a contract between the Group and the joining municipality is required which shall include among other things an agreement on the part of the joining municipality to be bound by all of the terms, conditions, and commitments made by the municipalities creating this Group to the same extent and purpose as if the joining municipality was an original member.

ARTICLE VIII
SUCCESSOR

This Group shall be considered a successor in interest to the Upper Midwest Municipal Power Agency ("UMMPA") an organization of the same contracting municipalities and it is hereby provided that all of the assets and contracts of UMMPA shall become assets and contracts of this Group.

ARTICLE IX
AMENDMENTS

This Contract may be amended at any time hereafter by an instrument in writing executed by the proper officers of each member municipality supported by a certified copy of a resolution adopted by a majority vote of the governing body of each member municipality.

ARTICLE X
SEVERABILITY

If any article, section, subsection, sentence, clause or provision of this contract is held invalid for any reason, the remainder of this contract shall not be affected.

ARTICLE XI
PRINCIPAL OFFICE AND AGENT

The principal office of the company shall be at 1265 Second Avenue, P.O. Box 726, Cumberland, Wisconsin, 54829, and the agent for service of process of the company shall be Boardman & Clark LLC, 1 South Pinckney Street, PO Box 927, Madison, Wisconsin, 53701-0927. The Commission may change the principal office and agent for service of process at any time by majority vote and the filing of a copy of the resolution authorizing such change with the Secretary of State of the State of Wisconsin.

Signatures (in counterpart) on following pages:

ORDINANCE NO. 571

**AN ORDINANCE AMENDING CHAPTER 30 OF ST. CHARLES CITY CODE
RELATING TO COMPENSATION OF MAYOR AND COUNCIL MEMBERS**

THE CITY OF ST. CHARLES DOES ORDAIN: (new material is underlined; deleted material is lined out; sections which are not proposed to be amended are omitted; sections which are only proposed to be re-numbered are only set forth below as to their number and title):

SECTION 1. St. Charles City Code, Chapter 30: City Council, is hereby amended to add a new section to read as follows:

§ 30.10. COMPENSATION OF MAYOR AND COUNCIL MEMBERS.

(A) Annual Compensation. Pursuant to Minn. Stat. § 415.11, as amended, the annual salary of the Mayor shall be \$4,800 per year, and the annual salary of each individual City Council member shall be \$3,600 per year.

(B) Payment Period. The salaries established above in this section shall be paid on a monthly basis and shall cover all City Council meetings and activities for the calendar year, except as otherwise provided in this section.

(C) Additional Compensation.

(1) A \$35 per diem shall be paid to City Council members and the Mayor for attending out-of-town meetings in their official capacity for the good of the City. No per diem shall otherwise be paid when attending meetings within City limits.

(2) Each member of the City Council and Mayor shall receive an annual technology stipend in the amount of One Thousand Two Hundred Dollars (\$1,200.00) for tools necessary for communication and aiding in the work of a Council Member and Mayor.

SECTION 2. This Ordinance shall take effect thirty days after its publication, except that section 30.10 (C)(1) shall be effective January 1, 2015 because this section represents the only change in compensation otherwise previously adopted by the City Council. This ordinance shall supersede all prior City ordinances relating to compensation of the Mayor and City Council members.

Adopted this ____ day of _____, 2014 by the City Council of the City of St. Charles, Minnesota.

William J. Spitzer, Mayor

Attest:

Nick Koverman, City Administrator

First Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Second Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Published:

Date: _____