



The City Council of the City of St. Charles welcomes you to its
Regular Meeting of Tuesday, January 24, 2023 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. January 24, 2023 Agenda	APPROVE
4. Notices and Communications	
a. 2022 SMIF Support Update	
b. December Ambulance Update	
c. Smith Schafer 2022 Audit Engagement Letter	
5. Meeting Minutes	APPROVE
a. November 9, 2022	
b. November 22, 2022	
6. Review of Financials	APPROVE
7. Ordinance #650 – Committees Changes (2nd Reading)	APPROVE
8. Southfork Fifth Tax Abatement	
a. Tax Abatement Plan	INFORMATION
b. Bullet points for abatement contract	INFORMATION
c. Resn #02-2023 - Amending Boundaries of TIF District No. 1-9	APPROVE
d. Resn #01-2023 - Approving Abatement–Whitewater Properties Housing Project 2023	APPROVE
e. RCA – Authorize Fryberger & Buchanan to prepare Southfork Fifth Tax Abatement	APPROVE
9. Approval of Franklin Energy Contract 2023-2025	APPROVE
10. VITA of Winona - Building Use MOU 2022-23	APPROVE
11. Approval of Pay Requests	
a. Pay Request 4 – Sunram	APPROVE
b. Pay Request 4-Final – Zenke	APPROVE
c. Pay Request 5 – Dunn Blacktop	APPROVE
d. Pay Request 7-Final – Zenke	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



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

525 Florence Avenue • PO Box 695 • Owatonna, MN 55060-0695
PH 507.455.3215 • FAX 507.455.2098 • smifoundation.org

January 2023

Nick Koverman
City of Saint Charles
830 Whitewater Ave
Saint Charles, MN 55972

Dear Mr. Koverman and City Council,

Thank you for your support of Southern Minnesota Initiative Foundation in 2022 totaling \$1,500.00 to the Endowment Fund! City of Saint Charles's gift was instrumental in the work we did this year to respond to the needs of our region. Together, we invested over **\$17.5 million** into entrepreneurs, early childhood professionals, and our communities.

Our top 5 in 2022:

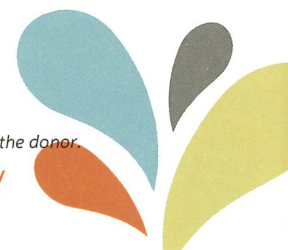
1. In partnership with the Minnesota Department of Employment and Economic Development (DEED) SMIF issued covid business recovery grants to over 2,000 businesses in our region, **totaling over \$20 million since the onset of the pandemic.**
2. We co-sponsored the **ninth annual Feast Local Foods Marketplace on November 5 at the Mayo Civic Center.** It was our most successful event ever, with over 90 local food booths (exhibiting products like syrups and sauces, meats and cheeses, wines, brews and more) and roughly 1300 attendees.
3. In partnership with, and often a referral from, local banks and economic development agencies, **SMIF issued a total of 30 loans** in fiscal year 2022 amounting to \$1.7 million dollars.
4. Throughout each year, SMIF offers trainings for early childhood providers to help them secure the continuing education credits they need to stay in business and be the best they can be. **In the past year we provided 29 trainings reaching 711 providers!**
5. As of 2022, **SMIF is partnering with 31 communities in southern Minnesota by helping them create and maintain community funds.** These funds are designed to assist smaller towns in securing tax-deductible donations to build endowments and to invest in local needs.

I'm excited to share the included impact report for your review. All the work highlighted is only possible because of you. I look forward to continuing our work together in 2023!

With gratitude,

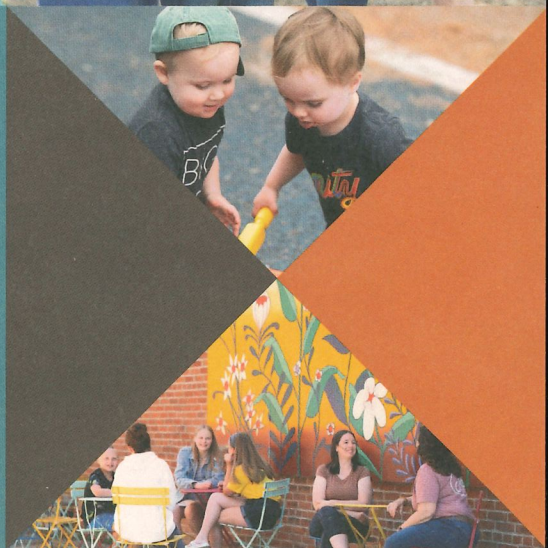
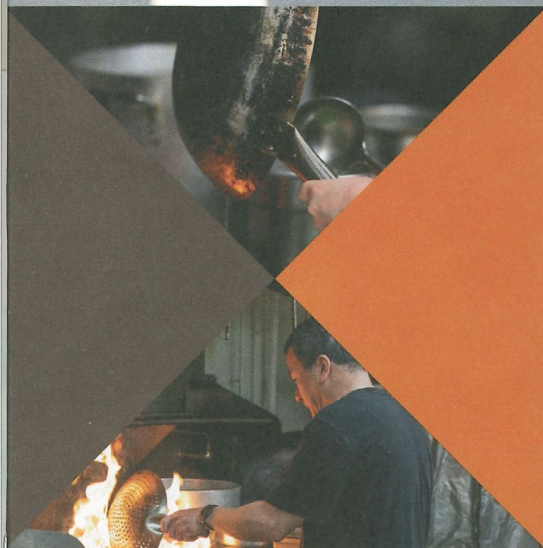
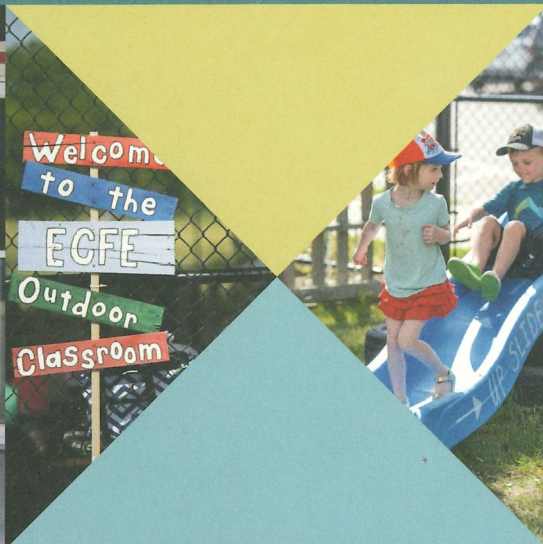
Tim Penny
President & CEO

cc: Heather Millard, Board Member



STRENGTHENING

THE FABRIC OF OUR REGION



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

A MESSAGE FOR OUR PARTNERS

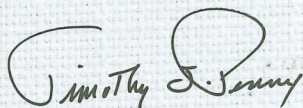
A square on a quilt may look nice on its own, but it does not live up to its full potential until stitched into a larger pattern. Connecting those pieces together takes time and patience, but the result is something strong, long-lasting and beautiful.

The stories from this year's impact report highlight the good things that happen when people, ideas and resources come together. The effort that goes into opening a business, revitalizing public spaces or connecting families to early childhood resources takes many diverse partnerships and resources to come to fruition.

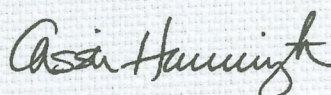
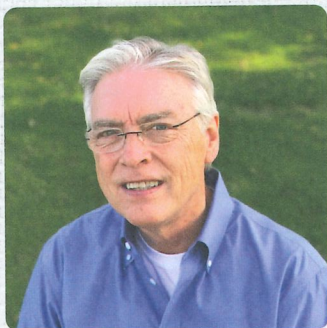
While these stories take place in different areas of our 20-county region, they represent the weaving together of a bigger picture. Each community is different, but every time a new project is developed, a new pattern is created for others to use and adapt for use in their own communities, further strengthening the tradition of collaboration in our region.

At Southern Minnesota Initiative Foundation (SMIF), we are proud to be a partner in the beautiful tapestry that is southern Minnesota. We could not do this work without the donors and partners who are committed to the place they call home.

Thank you for your partnership,



Tim Penny
President & CEO



Cassie Harrington
Board Chair



To read the full versions of these stories,
visit: smifoundation.org/impactreport



ADDING TEXTURE TO DOWNTOWN THROUGH ENTREPRENEURSHIP

Before I opened China House Cafe, I worked at Perkins. A real estate agent came to talk to me because she knew of a place in Truman that wanted a restaurant, and she knew that I had run restaurants before. My girlfriend, Jailing, and I looked at the place. At first, I was kind of scared. Truman is a good town to live in but only has 1,000 people. We had a lot of support from the community, though, and opened our restaurant in May of 2018.

I heard about SMIF from the Truman City Clerk when we were trying to figure out funding. Without SMIF, I couldn't grow. I wouldn't have been able to start. SMIF gave me an Emerging Entrepreneur Loan* for equipment and inventory so I was able to build up a new kitchen.

It's been a successful business – a lot of people from the surrounding areas are our customers. It's a family

restaurant and they like to visit with me, and I visit with them if I can. I'm very close with my customers.

When the pandemic started we had to figure out how we were going to keep running. SMIF gave us a Small Business Emergency Loan* in May of 2020 which helped so much. It helped us to stay in business – both financially and psychologically. At that moment, no one wanted to invest more money since no one knew what was going to happen next.

The work never ends in restaurants. Running a restaurant is a lot of work, a lot of time, a lot of effort. As an entrepreneur, I like being able to do my own thing. I might even be expanding to another community in southern Minnesota. We'll need support from SMIF if we do that.

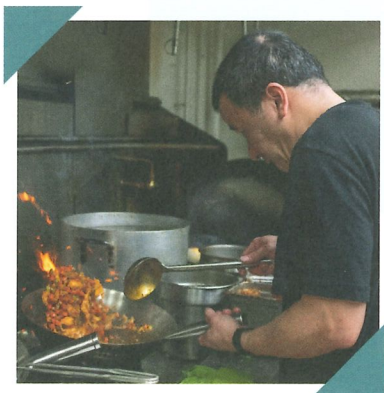
*SMIF partners with the Minnesota Department of Employment and Economic Development (DEED) on these loan programs.

1,546
**ENTREPRENEURS
SUPPORTED**



STORY BY:
Johnny Vuong
*Owner and manager
of China House Cafe*

LOCATION:
Truman
Martin County



*"SMIF doesn't just give us money –
they support small businesses.
**That makes a big difference for
business owners."***

WEAVING TOGETHER RESOURCES FOR LONG-TERM IMPACT

The town of Spring Grove in Houston County has taken full advantage of SMIF's grants and programming over the years. Community Economic Development Associates, or CEDA, has been a critical partner in this work. Courtney Bergey Swanson and Rebecca Charles, both CEDA employees, shared how support from SMIF has made a difference in the community vitality and economic growth of the small town – and how these efforts have built upon each other over time.



In 2017, the school district received a \$10,000 Small Town Grant to support the Makerspace program, which provides a space for high school students to work on passion projects. We thought it would be cool to put some community development issues in front of the kids to see what they would do, and they decided

to address the need for affordable housing. This sparked partnerships with Habitat for Humanity and an architect who helped the students design and build a home in town on a vacant lot.

With the money from SMIF, we were able to take an idea and put it into action. It really put a lot of things into

motion. Building that home sparked partnerships with businesses and others – and it also inspired more partnerships between the school and the EDA. We began to work with the school annually and are currently working with them on a visioning project called Spring Grove 2030.

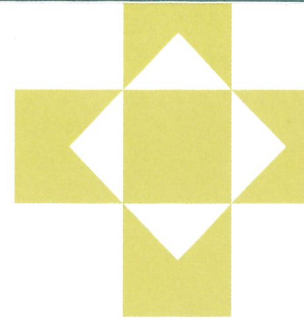
In 2018, we started participating in SMIF's REV program, which provides resources and accountability especially for small towns looking to build more of an entrepreneurial ecosystem. When we started with REV, a lot of the things that came up in conversation were things that a Chamber would



be doing. Eventually, our REV team morphed into a Chamber committee. We now have a board of directors, newly hired staff and are looking for a downtown space for a visitor center and Chamber office. REV also helped spur the Spring Grove 2030 committee.

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COMMUNITIES IMPACTED
THROUGH COMMUNITY
VITALITY EFFORTS



As our community vitality efforts grew and built upon each other, we decided to apply for a Paint the Town Grant to update several buildings downtown and to create a new community mural. Simultaneously, the EDA received a \$5,500 Small Town Grant to revitalize the alley where the mural was being painted. This helped pay for the lighting, the artist stipend, the supplies for the mural and little café tables that are now in the alley. Giving our community more spaces like the alley project is a lovely way to encourage more shopping, walking and hanging out downtown.

A lot of the work we've been doing all goes back to how we create a community where people feel like they belong, and how we invest in the community in a way that inspires others to invest as well. SMIF has really taught us about how to get people involved and excited.

Receiving even a few thousand dollars from a grant can sometimes be the thing that helps get some legs beneath a project and get it moving. We had been talking about a Chamber for many years, but actually having the dedicated staff time and resources to make it happen was huge. We've also been talking about ways to reuse that alley for years but being able to use funding from SMIF to catalyze that project was something we knew would get it going.

Resources are so precious, especially when you're dealing with city funding and tax dollars, so it really helps us to create these amenities for the community without sacrificing anything else. Grants and programs like REV help us put some momentum behind projects, which makes a world of difference in a small town with limited capacity.

"SMIF really helps us turn ideas into action. Small towns aren't limited in their creative potential. It often just comes down to resources."

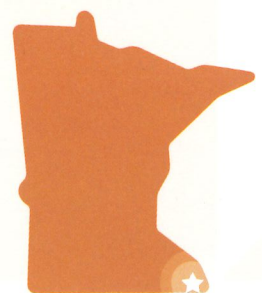


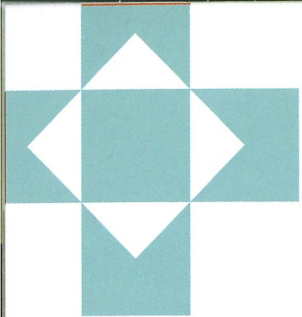
STORY BY:

**Courtney Bergey Swanson
and Rebecca Charles**
Community Economic
Development Associates

LOCATION:

Spring Grove
Houston
County





DESIGNING A PATTERN FOR EARLY CHILDHOOD SUPPORT



STORY BY:

Sandy Malecha

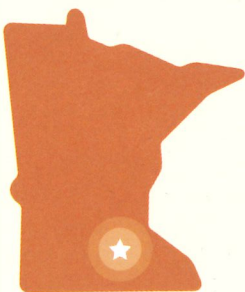
Northfield Healthy
Community Initiative

Sara Line and Erin Baily

Northfield Public Schools

LOCATION:

Northfield
Rice County



In 2003, SMIF started its Early Childhood Initiative (ECI) program with the goal of ensuring that every young child in Greater Minnesota has the best possible start toward a healthy life of learning, achieving and succeeding. There are now 25 ECIs in communities across the region.

The Northfield Early Childhood Initiative Coalition (ECIC) was one of the first that SMIF funded. Several early childhood leaders shared how the ECIC along with SMIF grants have allowed them to build models to reach families beyond Northfield into greater Rice County.

Families who raise their children in Rice County can feel confident that there is a beautiful network helping their kids get ready for kindergarten before they are even born. Parents are their child's first and most important teacher, and we want to build a network and community where everyone has the resources they need to be successful, starting in the early years.

With SMIF's support, the Northfield ECIC is able to get programs or new initiatives up and running – and then the community helps support and sustain them. The ECIC has supported a wide variety of projects depending on what the community needs. SMIF's grants have allowed us to do projects ranging from early literacy initiatives

to a new extended-day option for our five-day full-day preschool class.

SMIF has also done a really great job of seeding important ideas that have been expanders. The Early Childhood Navigators started in Northfield. There are many great resources for families with a lot of needs but navigating between them can be difficult. We



wondered, what if we had people who are bilingual who could help families navigate these resources?

Word got out among our county-based partners, and SMIF was able to contribute financial resources so that we now have Navigators serving Faribault families as well. SMIF really helped us pilot a model that made us competitive on the federal level for resources.

“SMIF has been essential in helping to build a ‘ready for kindergarten’ community across Rice County.”

21,892
CHILDREN SUPPORTED

FISCAL YEAR 2022



- 57.2% Small Business Relief Grants*
- 12.8% Entrepreneurship
- 9.0% Loans
- 9.0% Affiliate Funds
- 7.8% Early Childhood
- 3.8% Admin and Fundraising
- 0.4% Equity Investments



- 65% Federal Grants*
- 9.0% Loan Proceeds/Repay
- 9.0% Affiliate Funds
- 8.0% McKnight Foundation
- 3.0% Other
- 2.0% Local Donations
- 2.0% In-Kind
- 2.0% Spending Policy

*In response to the impact the pandemic has had on businesses, SMIF partnered with the State of Minnesota to distribute \$10.41 million in federal disaster grants to businesses in our region in Fiscal Year 2022. Historically, Local Donations and Federal Grants make up around 10% each of SMIF's revenue.

COMMUNITY INVESTMENT MAP

July 1, 2021–June 30, 2022

EARLY CHILDHOOD

- AmeriCorps LEAP Initiative sites
- Early Care and Education Wrap Around Grant* (red outline)
- Early Childhood Initiative communities
- Early Childhood Trainings
- Early Literacy Grant
- Technical Assistance clients

ECONOMIC DEVELOPMENT

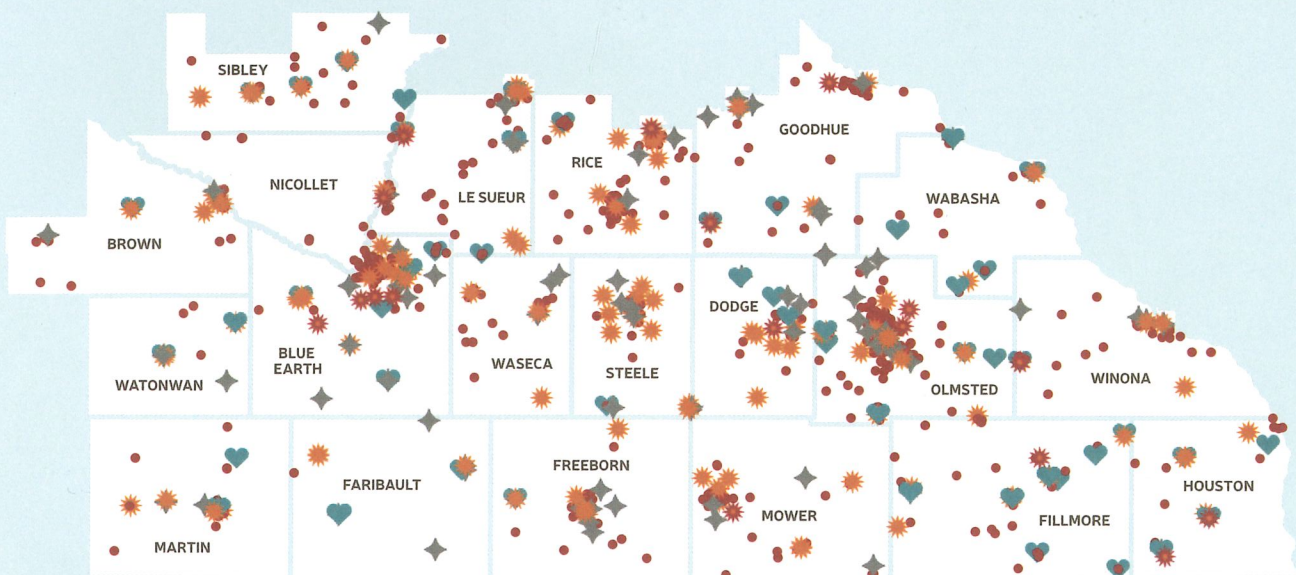
- AmeriCorps VISTA sites
- Business Trainings
- Economic Development Grant
- Equity investments
- Loan clients
- Peer Council members
- Prosperity Initiative members
- Rural Entrepreneurial Venture communities
- Technical Assistance clients

COMMUNITY VITALITY

- Community Foundations
- Paint the Town Grant
- Small Town Grant

● DEED Small Business Relief Grants*

*COVID-19 Response

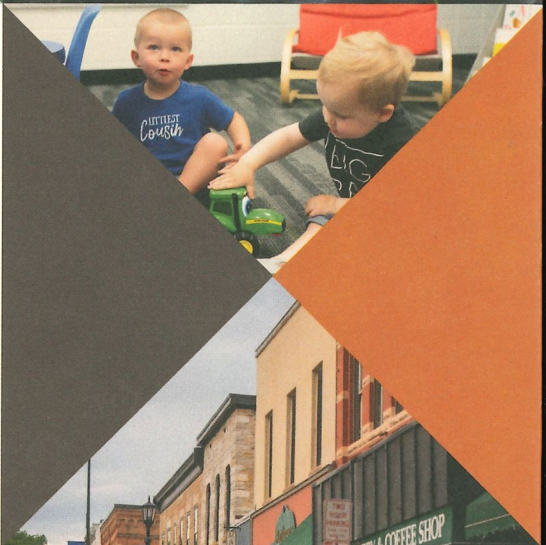
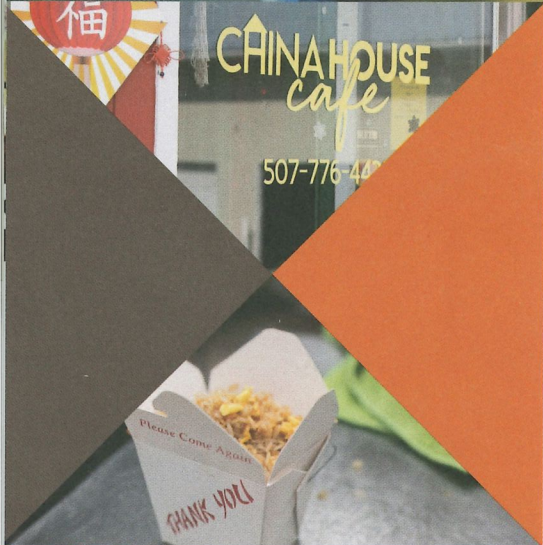


To view an interactive map, visit smifoundation.org/impactreport

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LEWISTON AMBULANCE & ST. CHARLES AMBULANCE



January 24, 2023 Council Report



Mayor Schaber & Council
CC: Interim Administrator Almich

-Attached you will find the monthly incident report. The St. Charles crew responded to 32 incidents in the month of December which was our busiest December over the last 5 years. The St. Charles crew ended 2022 with a total of 230 dispatched incidents. This is the lowest number of responses over the last 5 years however we know that it is due to the staffing hardship. If you look at the number of incidents handled by St. Charles crew since 10/1/22 that is a more accurate picture of where we want to remain.

-Staffing has improved slightly but nowhere near the ultimate goal. We have not added any additional staff as we are still waiting for the Attorney's to finalize agreements between the cities. 11 of 30 days in the month of December minimum staffing was not met with Lewiston covering the schedule. 9 of those 11 days however were weekdays from the time of 0600-1800 which is when we have the least number of available members. Only 3 of the 11 days were for a period of more than 10 hours. St. Charles provided 1,887.5 hours of coverage with Lewiston providing just 146 hours. Lewiston responded to 7 calls in St. Charles for the month of December.

-Training was conducted on 1/11/23 internally. Members split into smaller groups and trained on radios and directions, medications and airway, splinting and transport devices, and member Todd Cage ran a mock cardiac arrest scenario.

-Matt is still completing his individual membership meetings which have been taking 2 to 2.5 hours per member.

-A clothing order was made with the City of Lewiston purchasing a St. Charles Ambulance jacket for each member in St. Charles.

-No updates on new truck. Thank you for approving the revised quote to have our previous 623 box remounted. Current truck 621 has had no issues.

-The Zoll Mount that you approved last month arrived and was installed by members Boice & Loftus. Special thanks to them for doing this.

-The 2 cities are meeting with the attorney on 1/20/23 to continue discussion regarding agreements.

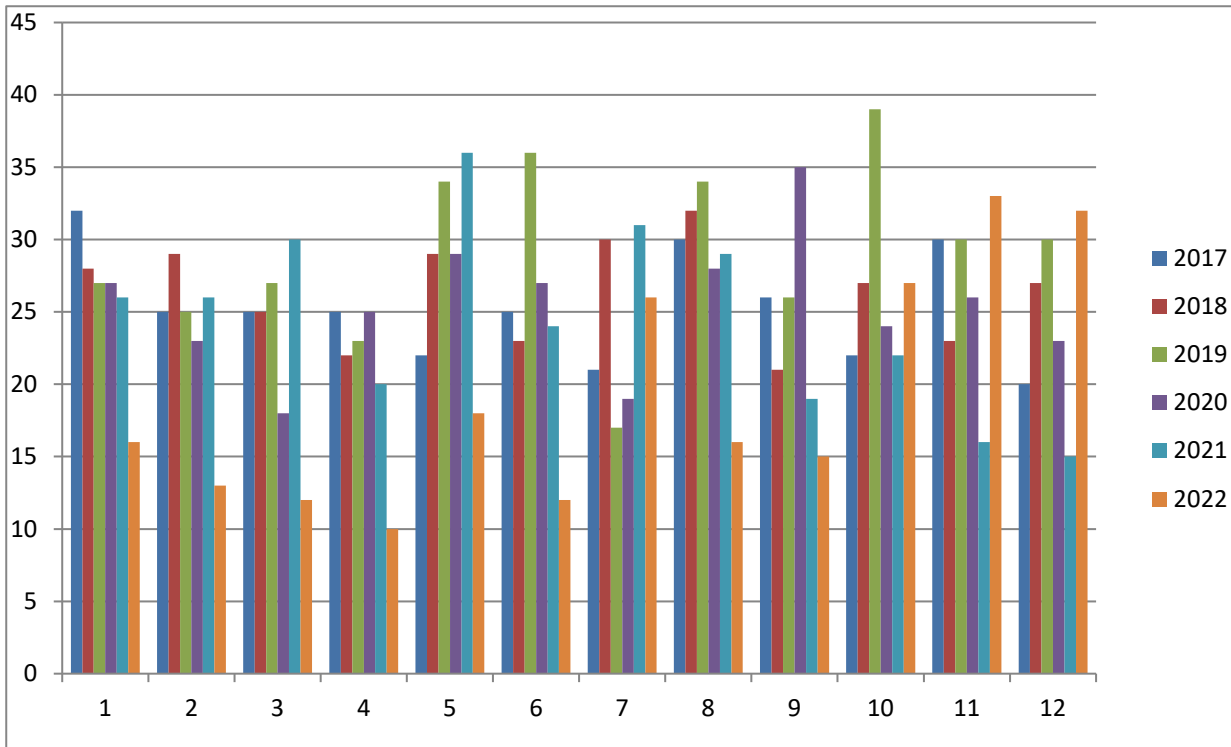
-Please feel free to contact me with any questions or concerns.

Matt Essig
Director
Lewiston Ambulance

St. Charles Ambulance Report
01/01/2022-12/31/2022

	2017	2018	2019	2020	2021	2022	Month Avg	Pts
January	32	28	27	27	26	16	26.00	16
February	25	29	25	23	26	13	23.50	12
March	25	25	27	18	30	12	22.83	11
April	25	22	23	25	20	10	20.83	10
May	22	29	34	29	36	18	28.00	17
June	25	23	36	27	24	12	24.50	12
July	21	30	17	19	31	26	24.00	25
August	30	32	34	28	29	16	28.17	16
September	26	21	26	35	19	15	23.67	12
October	22	27	39	24	22	27	26.83	23
November	30	23	30	26	16	33	26.33	35
December	20	27	30	23	15	32	24.50	29
Total Runs	303	316	348	304	294	230		218
Mid Year (June 30th)	154	156	172	149	162	81		
Monthly Avg	25.3	26.3	29.0	25.3	24.5	19.2		

AMBULANCE RUNS BY MONTH



St. Charles Ambulance Report
01/01/2022-12/31/2022

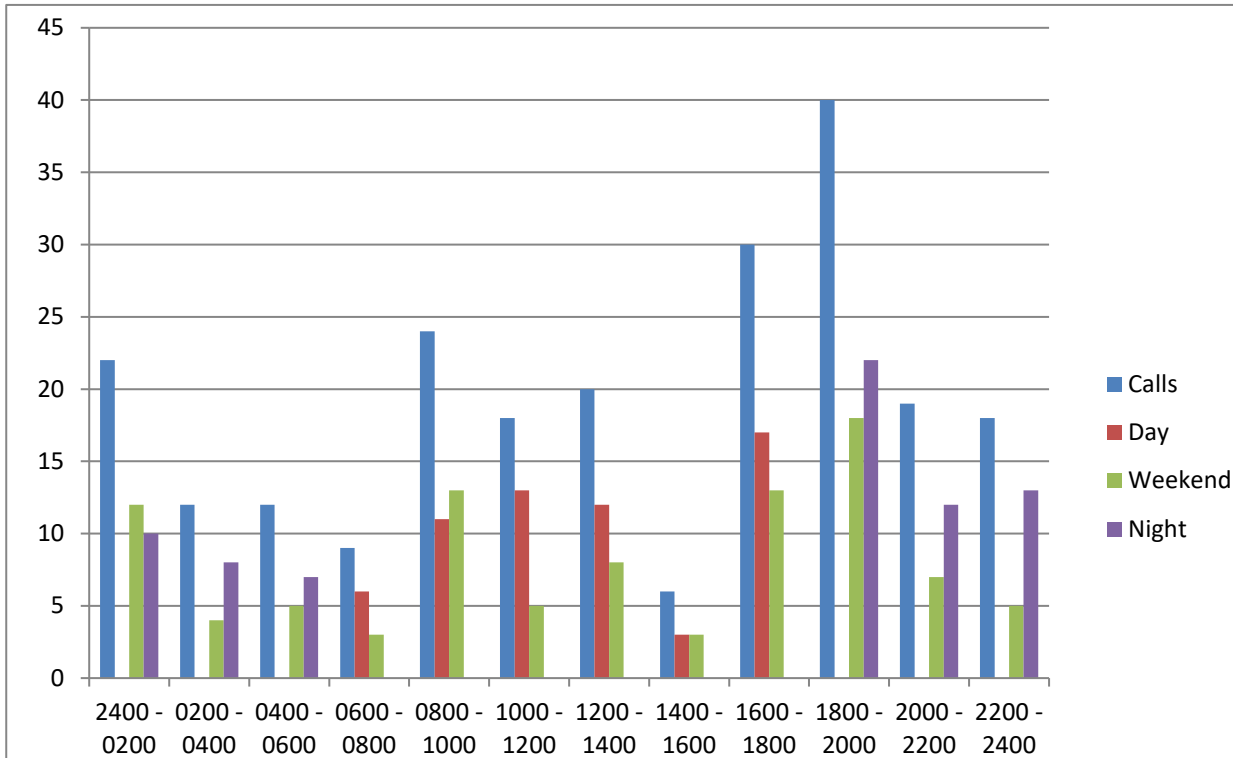
Times	Calls	Day	Weekend	Night	Pts
2400 - 0200	22		12	10	22
0200 - 0400	12		4	8	12
0400 - 0600	12		5	7	12
0600 - 0800	9	6	3		7
0800 - 1000	24	11	13		24
1000 - 1200	18	13	5		20
1200 - 1400	20	12	8		20
1400 - 1600	6	3	3		5
1600 - 1800	30	17	13		28
1800 - 2000	40		18	22	35
2000 - 2200	19		7	12	18
2200 - 2400	18		5	13	15
	230	62	96	72	218

27% of Calls During Day

42% of Calls During Weekend

31% of Calls During Night

CALLS BY TIME



January 13, 2023

Honorable Mayor and
Members of the City Council
City of St. Charles, Minnesota
830 Whitewater Avenue
St. Charles, Minnesota 55972

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of St. Charles, Minnesota, as of December 31, 2022 and for the year then ending/ended, and the related notes, which collectively comprise City of St. Charles, Minnesota's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of City's Proportionate Share of Net Pension Liability
3. Schedule of City Contributions to Pension Plans
4. City of St. Charles Fire Relief Association Net Pension Liability and Related Ratios

Supplementary information other than RSI will accompany City of St. Charles, Minnesota's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Financial data included in the management's discussion and analysis
2. The Combining and Individual Non-Major Fund financial statements and schedules
3. Supplemental financial information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section, including elected and appointed officials

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of City of St. Charles, Minnesota.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of St. Charles, Minnesota's ability to continue as a going concern for a reasonable period of time.

Auditor Responsibilities (continued)

Our engagement is not designed to detect immaterial misstatements, including those caused by error, fraud, theft, illegal acts, any wrongdoing within the entity, or noncompliance with laws and regulations. However, we will inform the appropriate level of management and those charged with governance, as AICPA professional standards require, of material errors, evidence of fraud, or information that come to our attention that indicates fraud may have occurred. In addition, we will discuss with you and, when appropriate, those charged with governance, matters involving noncompliance or suspected noncompliance with laws and regulations that come to our attention during the course of the audit, or through information provided by other parties, unless they are clearly inconsequential.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of St. Charles, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

Management Responsibilities (continued)

- d. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by Smith, Schafer & Associates, LTD;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.
- k. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
- l. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting; and
- m. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires).

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Management Responsibilities (Continued)

Nonattest Services

With respect to any nonattest services, we will perform the following:

- Assist in preparing the financial statements and related notes of City of St. Charles, Minnesota in conformity with U.S. generally accepted accounting principles based on information provided by you
- Maintain the capital asset depreciation schedules
- Recommend Bookkeeping adjustments
- Assist Auditee in documenting their procedures related to implementation of GASB 87, Lease Accounting
- Provide other general consultation as requested by you from time to time

We will not assume management responsibilities on behalf of City of St. Charles, Minnesota. However, we will provide advice and recommendations to assist management of City of St. Charles, Minnesota in performing its responsibilities.

City of St. Charles, Minnesota's management is responsible for (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee our services; (c) evaluating the adequacy of the services performed; (d) accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Smith, Schafer & Associates, LTD's, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Smith, Schafer & Associates, LTD's is not involved, you agree to clearly indicate in the exempt offering document that Smith, Schafer & Associates, LTD's is not involved with the contents of such offering document.

Honorable Mayor and
Members of the City Council
City of St. Charles, Minnesota
Page 6

Reporting

We will issue a written report upon completion of our audit of City of St. Charles, Minnesota's basic financial statements. Our report will be addressed to the governing body of City of St. Charles, Minnesota. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement without expressing an opinion. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

You agree to provide us with a draft of any document that will contain, accompany or incorporate by reference the audited financial statements and our auditor's report thereon prior to the issuance of such document to third parties. You agree not to issue such document until we have provided our permission to do so.

Our responsibility for other information in documents containing the audited financial statements and our auditor's report does not extend beyond the financial information identified in our report. We have no responsibility for determining whether such other information contained in these documents is fairly stated and will not express an opinion or provide any form of assurance thereon. We will read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information appears to be materially misstated. If we receive the other information prior to the date of our auditor's report on the financial statements, our auditor's report will describe our responsibilities related to the other information. If, based on procedures we perform, we conclude that an uncorrected material misstatement of the other information exists, we will describe it in our report.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Honorable Mayor and
Members of the City Council
City of St. Charles, Minnesota
Page 7

Provisions of Engagement Administration, Timing, Fees

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Jason Boynton is the engagement principal for the audit services specified in this letter. Their responsibilities include supervising the engagement team's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The fee for the audit of the City's financial statements for the year ended December 31, 2022 will not exceed \$28,950, including expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will communicate to management and those charged with governance in a separate letter those significant deficiencies or material weaknesses in internal control relevant to the audit of financial statements that we have identified during our audit and that are required to be communicated under AICPA professional standards. This communication of internal control related matters is intended solely for the information and use of management, the audit committee or those charged with governance [add any specified government or regulatory authorities]. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer & Associates, LTD does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Provisions of Engagement Administration, Timing, Fees (Continued)

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this engagement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Smith, Schafer & Associates, LTD's liability for all claims, damages, and costs arising from this engagement is limited to two times the total amount of fees paid by you to Smith, Schafer & Associates, LTD for the service giving rise to this liability. If there are no fees charged to you by Smith, Schafer & Associates, LTD, notwithstanding anything to the contrary in this agreement, Smith, Schafer & Associates, LTD shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Honorable Mayor and
Members of the City Council
City of St. Charles, Minnesota
Page 9

Provisions of Engagement Administration, Timing, Fees (continued)

The audit documentation for this engagement is the property of Smith, Schafer & Associates, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Smith, Schafer & Associates, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Smith, Schafer & Associates, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Olmsted County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Jason Boynton, CPA
SMITH, SCHAFER & ASSOCIATES, LTD
Principal

RESPONSE:

This letter correctly sets forth our understanding of City of St. Charles, Minnesota.

Acknowledged and agreed on behalf of City of St. Charles, Minnesota by:

By: 

Title: City Accountant

**MINUTES of the REGULAR MEETING of the ST. CHARLES CITY COUNCIL
for Tuesday, November 09, 2022 held at 6:00 p.m. at
8,30 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

MEMBERS ABSENT: David Kramer

STAFF PRESENT: Cassie Smith, Deputy Clerk, Melissa Krusmark, City Accountant, Rick Almich
Interim City Administrator

OTHERS IN ATTENDANCE: Nick Koverman, SEMMCRA

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Agenda revised to remove item 8 Canvassing of Municipal Election and adding item 10a SEMMCHRA
grant Public Hearing

Motion to approve revised agenda: David Braun

No further discussion.

Motion carried.

4. Meeting Minutes

a) October 11, 2022(TBD) – Not available at meeting time

b) October 25, 2022 (TBD) – Not available at meeting time

5. November Payables

Motion to approve November 2022 Payables in the amount of \$922,718.11: Wayne Getz

No further discussion.

Motion declared carried.

6. Notices and Communications

a) 4-H Family Nights

b) Coffee and Conversation

c) Hubert's Men

7. Reports of Boards and Committees:

a) Administrator's Report – Richard Almich - None

b) Public Works Superintendent Report, Kyle Karger - None

c) Chief of Police Report, Jose Pelaez

d) Library Board Report, David Kramer

e) Park Board, Dave Braun

f) Planning & Zoning, Wayne Getz

g) EDA, Wayne Getz

h) School Board, John Steffel

~~8. Resolution #46-2022 Canvassing of Municipal Election (TBD)~~

8. Winter Parking Exemptions – List of five residents requesting winter parking exemptions – See request for Council Action

Motion to approve: David Braun

No further discussion.

Motion carried.

9. Consider Amendment to City of St. Charles Small Cities Development Grant – CDAP – 19-0051-0-FY20. See 10-28-22 Letter from the Minnesota Department of Employment and Economic Development.

a) Conduct Public Hearing to Discuss Proposed Amendment

Motion to Open Public Hearing: Wayne Getz.

Motion Carried.

Open public Hearing at 6:09 p.m.

No Comments from the Public

Motion to Close Public Hearing at 6:10 p.m. Wayne Getz

Motion Carried

b) Motion to Approve Proposed Amendment to said Grant Award

Motion to approve: Wayne Getz.

No further discussion.

Motion carried.

10. Purchase “Power Load” Cot Fastening System for Ambulance Service from Stryker in the Amount of \$33,096.67 Ambulance Power Load vs Performance Load Purchase.

Motion to approve: Wayne Getz – Power Load

No further discussion.

Motion carried.

11. Pay Request No. 2 – School Trail Improvements – Schumacher Excavating Inc. in the amount of \$119,216.26.

Motion to approve: David Braun

No further discussion.

Motion carried.

12. Pay Request No. 3 (Final) 2021 Gravel Alley Improvements – Dunn Blacktop Company in the amount of \$13,002.88.

Motion to approve: John Steffel

No further discussion.

Motion declared carried.

13. Memorandum from Construction Management Services (CMS) Memo

Informational

14. Appoint David Kramer to a Two (2) Year term to the Dover, Eyota, St. Charles Area Sanitary District (DESCAD).

Motion to approve: David Braun

No further discussion.

Motion carried.

15. City Hall Closings & Meeting Dates – See Request for Council Action

Motion to approve: David Braun

No further discussion.

Motion carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 6:15p.m.: Wayne Getz

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Richard Almich, Interim City Administrator

**MINUTES of the REGULAR MEETING of the ST. CHARLES CITY COUNCIL
for Tuesday, November 22, 2022 held at 6:00 p.m. at
8,30 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Melissa Krusmark, City Accountant; Kyle Karger, Public Works; Scott Bunke, Public Works; Richard Almich, Interim City Administrator.

OTHERS IN ATTENDANCE:

1. ESTABLISH QUORUM/CALL TO ORDER

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

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda. **David Braun**

Motion to approve:

No further discussion.

Motion carried.

4. Notices and Communications – Informational.

- a) Planning & Zoning Notice – Public Hearings December 8th
- b) Administrator Interview Itinerary – December 5th &* 6TH
- c) Seeking board Members – Library and Planning & Zoning

5. Review and approve November, 2022 financials.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

6. Proposed Update on 2023 Governmental Budget and Levy Property Tax Levy, Melissa Krusmark, City Accountant.

7. Ordinance #641 Amending Water Rates effective January 1, 2023 (1st Reading).

Motion to approve: **David Braun**

No further discussion.

Motion declared carried.

8. Ordinance # 642 Amending Electrical Rates effective January 1, 2023 (1st Reading).

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

9. Ordinance #643 Amending Storm Water Rates (1st Reading)

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

10. Ordinance #644 Amending Sanitary Sewer Rates, effective January 1, 2023 (1st Reading)

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

11. Resolution #46-2022 Canvassing the Municipal Elections of November 8, 2022 resolving that John Schaber will be certified as Mayor and Dave Braun and David Kramer will be certified as Council Members.

Motion to approve: **Wayne Getz**

No further discussion.

Motion carried.

12. Resolution # 47-2022 Designating the St. Charles City Hall 830 Whitewater Ave as the polling site of all primary and general elections held in the City of St. Charles during calendar year 2023.

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

13. 2023 Community and Economic Development Associates (CEDA) Contract for Professional Services in the amount of \$41,308 plus specified reimbursables.

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

14. Request to close for up to Three (3) Months that portion of the Alley located to the Rear of the Property Identified as 912 Whitewater Ave in order to Provide Adequate Space for the Renovation of Said Property.

Motion to approve: **David Kramer**

No further discussion.

Motion carried.

15. Rick Almich – 2nd Pay Request

Motion to approve: **John Steffel**

No further discussion.

Motion carried.

16. 2023 Flaherty & Hood Rate Schedule - Informational

17. Winona County – Noxious Weeds Grant Completion Informational

18. Conduct Closed Session to Discuss Labor Negotiations Strategy pursuant to Minn. Stat. 13D.03 Dubd.1

No Further Discussion. Motion to Close meeting: David Braun 6:12 p.m. Motion Carried

No Further Discussion. Motion to Open meeting: David Braun 6:50 p.m. Motion Carried

19. Consider Most Recent Proposal from the International Brotherhood of Electrical Workers (IBEW) Regarding a New Labor Agreement for Calendar Year's 2022, 2023 and 2024. Motion to approve David Kramer. No Further discussion. Motion Carried.

Unscheduled Public Appearances. None.

Motion to adjourn at 7:05 p.m.: Wayne Getz

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Richard Almich, Interim City Administrator

CITY OF ST. CHARLES

ORDINANCE NO. 650

**AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,
AMENDING CHAPTER 30 OF ITS CODE OF ORDINANCES PERTAINING TO
COMMITTEES.**

THE CITY OF ST. CHARLES DOES ORDAIN: (deleted material is lined out; new material is underlined; sections and subsections which are not being amended are omitted):

§ 30.07 – COMMITTEES

(A) Creation. The Council may create by resolution committees, standing or special as it deems necessary to administer city affairs.

(B) Membership.

(1) The members shall be designated by the Mayor and confirmed by the Council. Each committee shall consist of at least one (1) Council member.

(2) Each committee member shall serve as appointed unless excused by a majority of the Council members.

(3) ~~If the committee does not provide otherwise,~~ Committee meetings shall be given the same notice as for special meetings of the Council.

(C) Referral and reports.

(1) Any matter brought before the Council for consideration may be referred by the presiding officer to an appropriate committee or to a special committee appointed by the presiding officer.

(2) The committee shall submit a written report and recommendation before the matter is considered by the Council as a whole.

(3) ~~Minority reports may be submitted.~~ Each committee shall act promptly and faithfully on any matter referred to it.

(3) Minority reports maybe submitted.

~~—(D) Term limitations.~~

~~—(1) No appointed member of the Park Board, the Public Safety Commission, Planning Commission and Communications and Technology may serve more than 2 consecutive 3-year terms plus the expired term of an immediate predecessor.~~

~~—(2) No appointed member of the Economic Development Authority may serve more than 2 consecutive 6-year terms plus the expired term of an immediate predecessor.~~

~~— (3) Following a lapse of 1 year, the name of a former member may be submitted to the City Council for appointment.~~

~~— (4) A member who has completed 2 consecutive terms may be reappointed by the City Council for an additional year in the event that an existing vacancy cannot be filled.~~

(D) ~~(E)~~ Compensation. Any member of a Committee shall receive, as compensation for services rendered to the city, the right to attend an annual dinner.

(1987 Code, § 201.07)

This Ordinance shall take effect thirty days after its publication.

Adopted this ____ day of _____, 2023 by the City Council of the City of St. Charles, Minnesota.

Mayor John Schaber

Attest:

Andrew Langholz, City Administrator

First Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Second Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Published:

Date: _____

City of St. Charles, Minnesota

2023 Property Tax Abatement Plan (Whitewater Properties, LLC Housing Project)

Public Hearing:
January 10, 2023



DDA

David Drown Associates, Inc.
Public Finance Advisors

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320 (phone); 612-605-2375 (fax)
www.daviddrown.com

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Property Tax Abatement Plan (Pearson Properties, Inc. Housing Project)

Introduction

Whitewater Properties, LLC (the “Developer”) is proposing to develop a new housing project within the corporate limits of the City of St. Charles (the “City”). Specifically, the Developer intends to construct the Southfork Addition Fifth Subdivision in support of 4 single-family residential lots and an 18-unit apartment complex (the “Project”). The Developer has noted that increasing costs of infrastructure construction (due to high inflation, supply chain issues, etc.) curtails the feasibility of the Project without public assistance. The Developer has requested that the City provide tax abatement assistance to reimburse a portion of the public infrastructure costs.

The Developer is specifically requesting \$100,000 worth of infrastructure costs be reimbursed). The City intends to authorize a Tax Abatement on a pay-as-you-go basis for this purpose.

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

“City” means the City of St. Charles, Minnesota.

“Developer” means Whitewater Properties, LLC, its successors and/or assigns.

“Plan” means the Tax Abatement Plan associated with assisting the Developer (this document).

“Project” means the installation of public infrastructure to serve the proposed Southfork Addition Fifth Subdivision (4 single-family lots and an apartment complex).

“Project Area” means the geographic area or parcels included in the Project, specifically Lots 1-5, Block 1, within the Southfork Addition Fifth Subdivision (parcel numbers yet to be assigned):

“State” means the State of Minnesota.

“Tax Abatement Law” means Minnesota Statutes, Sections 469.1812 to 469.1815, both inclusive, as amended from time to time).

Section 2 Statutory Authorization & Limitations

The City is empowered under the provisions of Tax Abatement Law to authorize property tax abatement.

In accordance with Section 469.1813, subdivision 8 of the Tax Abatement Law, in no year shall the abatement, together with all other abatements approved by the City and County paid in that year exceed the greater of 10% of the respective jurisdiction’s Net Tax Capacity for that year or \$200,000 (the “Abatement Cap”). As it may apply to the Abatement Cap, the abatements contemplated in this Plan are subordinated to any previously approved abatements currently being administered by the respective jurisdictions.

Similarly, each jurisdiction may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the abatements under this Plan.

Pay 2022 Net Tax Capacity	\$3,341,050 (Dept. of Revenue PRISM)
10%	\$334,105
Less 2021A Bonds Abatements	(\$130,333)
Less est. Pearson Builders, Inc. Abatements	<u>(\$14,160)</u>
Annual Capacity	\$189,612

Section 3 Statement of Need and Public Purpose / Public Benefits

Without property tax assistance, the Developer would be unable to move forward which would prevent the public benefits associated with the Project. The Project serves the following public purposes listed under State Statute 469.1813, Subdivision 1:

1. the tax abatement shall increase tax base, and
2. the tax abatement shall assist with the installation of public infrastructure.

Refer to Exhibit 2 for the estimated revenues. The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

It is hereby found and determined that the benefits to the City from the abatement will be at least equal to the costs to the City of the Abatement, because the project will result in the installation of expensive public infrastructure and provide much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.

Section 4 Specific Development Expected

The Developer intends to construct the Southfork Addition Fifth Subdivision in support of 4 single-family residential lots and an 18-unit apartment complex. Said improvements shall be installed to the satisfaction of the City's Engineer.

Section 5 Property to be Included

The property to be included in this Plan shall include property associated with the proposed Southfork Addition Fifth Subdivision, specifically Lots 1-5, Block 1. A map showing the location of the boundaries of the Project Area is included as Exhibit 1 of this document.

Section 6 Estimated Sources and Uses of Funds (Public Costs)

Below are the estimated sources and uses for this Plan. The City reserves the right to deviate from these figures as long as the total amount of tax abatement does not exceed \$100,000 collected over 10 years commencing with taxes payable year 2025.

Uses of Funds:

Public Infrastructure to be reimbursed	\$100,000
Planning	3,500
Legal	2,000
Total Uses of Funds	\$105,500

Sources of Funds:

City Tax Abatements	\$100,000
Other City Funds	5,500
Total Sources of Funds	\$105,500

Section 7 Estimated Revenues

Refer to Exhibit 2 for the estimated revenues. The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

Section 8 Duration Limit

The abatement contemplated in this Plan shall be for a maximum of ten years commencing with taxes payable 2025.

Section 9 Funding Mechanism

The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

Section 10 Wage & Job Goals

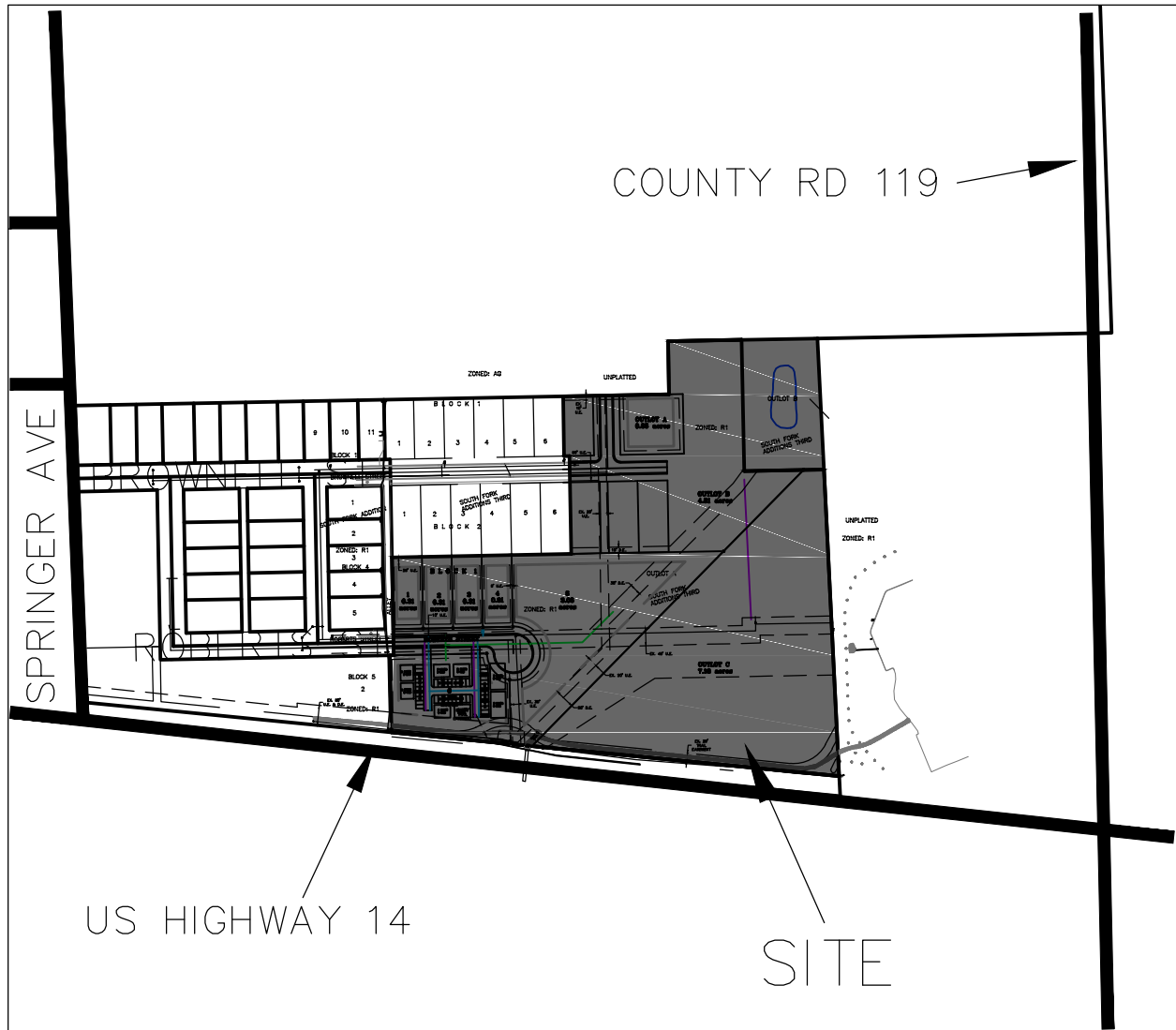
Minnesota Statutes Sections 116J.991 to 116J.993 (the “Business Subsidy Act”) require a business receiving at least \$150,000 of state or local government assistance to create a net increase in jobs in Minnesota within two years of receiving assistance and meet wage level and job creation goals established by the funding agency. Businesses not meeting these conditions must repay the assistance to the funding agency.

Housing projects are exempted from the provisions of the Business Subsidy Act and therefore is not applicable to this Plan.

Exhibits

Map of Project Area..... Exhibit 1

Revenue Projections Exhibit 2



VICINITY MAP
T. 106 N., R. 10 W., SEC. 21
"NOT TO SCALE"

LEGEND

- IRON PIPE WITH PLASTIC CAP STAMPED LS 21940 SET
- FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED
- U.E. UTILITY EASEMENT
- SECTION LINE
- UNDERLYING PLAT LINE
- EASEMENT LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- WM WATERMAIN
- SAN SANITARY SEWER
- STORM STORM SEWER
- BUILDING SETBACKS

PROJECT CALCULATIONS:

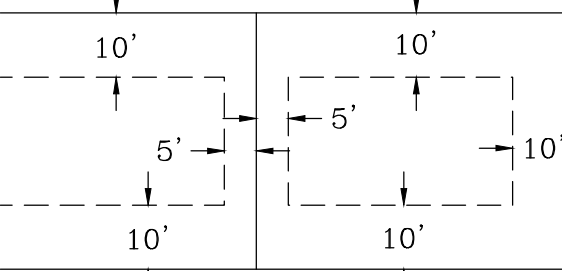
TOTAL PROJECT AREA: 18.36 ACRES
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8 PROPOSED LOTS
OUTLOT "A & B" AREA: 11.99 ACRES
334 LINEAR FEET OF ROAD
ALL STREETS ARE LOCAL
EXISTING IMPERVIOUS: 0.00 ACRES
WETLANDS: 0.00 ACRES
PROPOSED RIGHT OF WAY: 0.70 ACRES

LAND DESCRIPTION:
Outlot A, SOUTH FORK ADDITIONS THIRD, according to the recorded plat thereof on file and of record at the office of the Winona County Recorder.

OWNERS/ DEVELOPERS
MITCHELL WALCH
20687 COUNTY ROAD 33
ALTURA, MN 55910

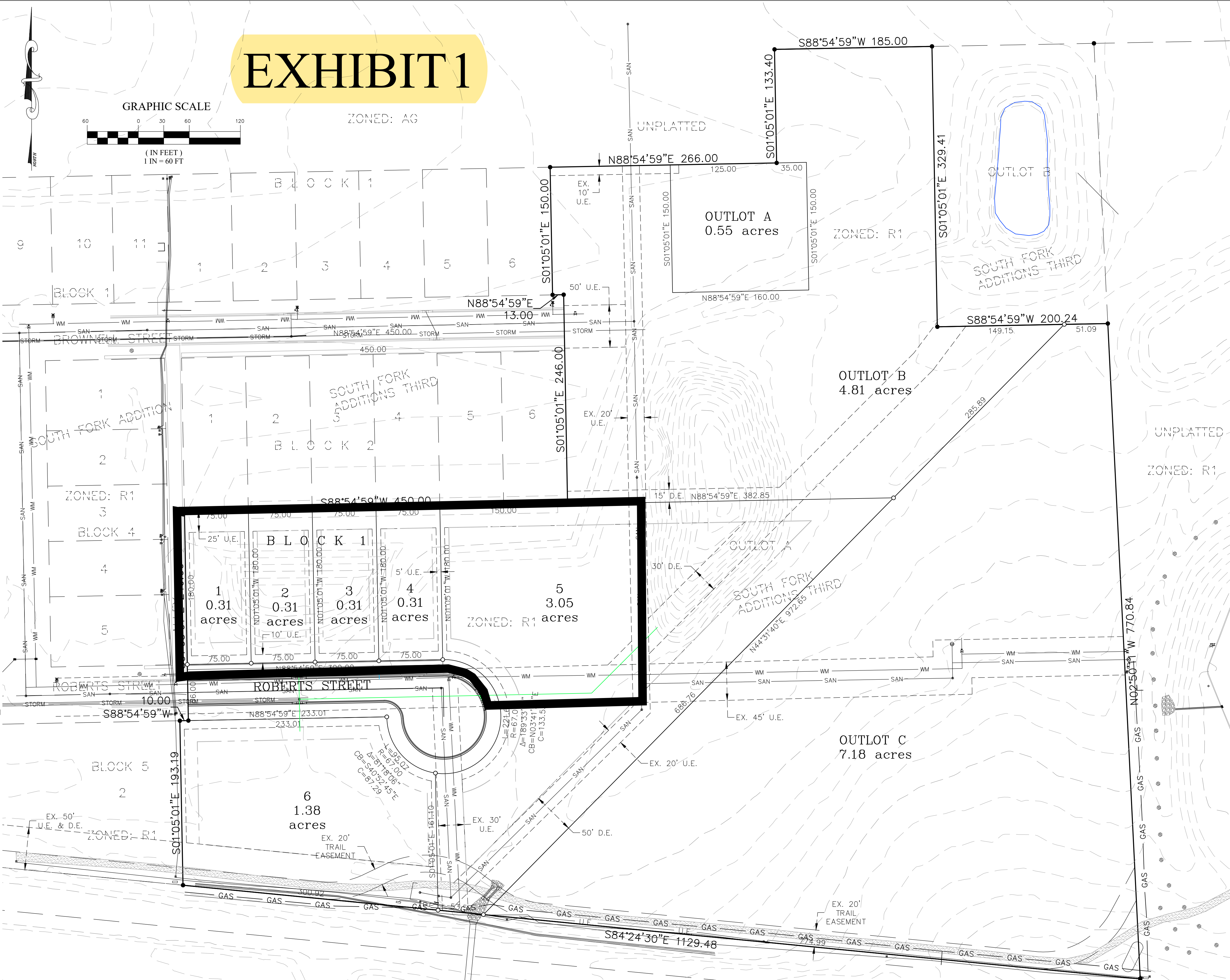
ENGINEER & SURVEYOR
G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10.00 FEET IN WIDTH AND ADJOINING ALL STREET LINES, REAR LOT LINES, AND END SIDE LOT LINES AND 5.00 FEET IN WIDTH AND ADJOINING ALL INTERIOR SIDE LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT

EXHIBIT 1



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ GEOFFREY G. GRIFFIN
REG. NO. 21940

DATE: 11/30/2021
Prepared For:
MITCHELL WALCH
20687 COUNTY ROAD 33
ALTURA, MN 55910
FILE NO.: 20-409 PP 4TH

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg10

DESIGNED _____ ADB
DRAWN _____ ADB
CHECKED _____ GGG

REVISED	BY	DATE
PRELIMINARY	ADB	8/19/22

CITY OF ST. CHARLES
WINONA COUNTY

BENCHMARK:

SOUTH FORK ADDITIONS FIFTH
PRELIMINARY PLAT

EXHIBIT 1

SHEET 1
OF 1 SHEETS

**CITY OF ST. CHARLES, MINNESOTA
 WHITEWATER PROPERTIES, LLC HOUSING PROJECT
 2023 PROPERTY TAX ABATEMENT PLAN**

BASIC ASSUMPTIONS

300,000 Estimated Average Taxable Valuation of Single-Family Homes (after MVE)

4 Total # of Units

2023 Year of Construction

110,000 Estimated "Per Unit" Taxable Valuation of 18-unit Apartment Complex

18 Total # of Units

2024 Year of Construction

YEAR	Homes Constructed	Tax Capacity	Apartment Units Constructed	Tax Capacity	TOTAL TAX CAPACITY	Estimated City Tax Rate	ABATEMENT %	TAX ABATEMENT
2023	4	-	-	-	-	49%	60%	-
2024	-	-	18	-	-	49%	60%	-
2025	-	12,000	-	-	12,000	49%	60%	3,528
2026	-	12,000	-	24,750	36,750	49%	60%	10,805
2027	-	12,000	-	24,750	36,750	49%	60%	10,805
2028	-	12,000	-	24,750	36,750	49%	60%	10,805
2029	-	12,000	-	24,750	36,750	49%	60%	10,805
2030	-	12,000	-	24,750	36,750	49%	60%	10,805
2031	-	12,000	-	24,750	36,750	49%	60%	10,805
2032	-	12,000	-	24,750	36,750	49%	60%	10,805
2033	-	12,000	-	24,750	36,750	49%	60%	10,805
2034	-	12,000	-	24,750	36,750	49%	60%	10,805
	4		18					100,769

NOTE: Total combined abatements shall not exceed \$100,000

St. Charles Housing Tax Abatement – Southfork Addition Fifth

BULLET POINTS FOR ABATEMENT CONTRACT

Developer:

Whitewater Properties, LLC
c/o Mitchell Walch
20687 County Road 33
Altura, MN 55910

Development Site:

Lots 1-5, Block 1

Southfork Addition 5th

Developer Agrees To:

1. Extend Robert Street in a manner approved by the City Engineer to serve the Southfork Addition Fifth Subdivision.
2. Development of the subdivision is to be substantially completed by Dec. 31, 2023.
3. Submit to the City 4,500 plus 10% of estimated road construction costs up front to cover City engineering expenses associated with the project (total estimated \$25,000-\$35,000).
4. Substantially complete an 18-unit apartment building on Lot 5, Block 1, of the Southfork Fifth Subdivision by 12/31/2024. Tax Abatement payments will be withheld every year this portion is delayed. Withheld payments will not be released, only future payments will be.
5. Indemnify the City for the project.
6. NOTE: There will also be a development agreement discussing requirement improvements, development fees, etc.

City Agrees To:

1. Approve a Tax Abatement.
2. City will front setup costs (est. \$6K).
3. Agree to pay the Developer up to \$100,000 to reimburse Developer for eligible expenses over a 10-year period. Payments will be based on 60% of tax increments collected the prior six months. First payment is August 1, 2025 and will continue each Feb 1 and Aug 1 thereafter until all costs have been reimbursed or February 1, 2035....whichever comes first. This is a special and limited obligation of the City.

NOTE: There will also be a development agreement prepared by City Attorney detailing specifics of required improvements, etc.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY
OF ST. CHARLES, MINNESOTA

HELD: January ____, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Charles, Winona County, Minnesota, was duly called and held on the ____th day of January, 2023, at 6:00 p.m.

The following members of the Council were present:

And, the following were absent;

Member _____ introduced the following resolution and moved its adoption:

#02-2023 RESOLUTION AMENDING THE
BOUNDARIES OF TAX INCREMENT FINANCING
DISTRICT NO. 1-9

WHEREAS:

A. On June 22, 2021, the City of St. Charles, Minnesota (the "City") created Tax Increment Financing District No. 1-9 which included parcels of land for the purpose of assisting the construction of affordable housing.

B. The City now proposes to remove the parcels of land included in TIF District No. 1-9 due to lots being developed for families who do not meet the income qualifications required by the TIF Act; and

C. Minnesota Statutes Chapter 469.175 subdivision 4(a) permits removal of parcels to occur without notification or a public hearing if the current net tax capacity of the parcels to be removed equals or exceeds the original net tax capacity of the parcels, or the authority agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Charles:

1. Removal of parcels from TIF District No. 1-9. The City hereby removes the following parcels from TIF District No. 1-9:

290990130

2. Agreement to limit tax capacity removed. The City agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed.
3. Filing. The City Clerk is authorized and directed to file a copy of this resolution with the County Auditor.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

And, the following voted against the same:

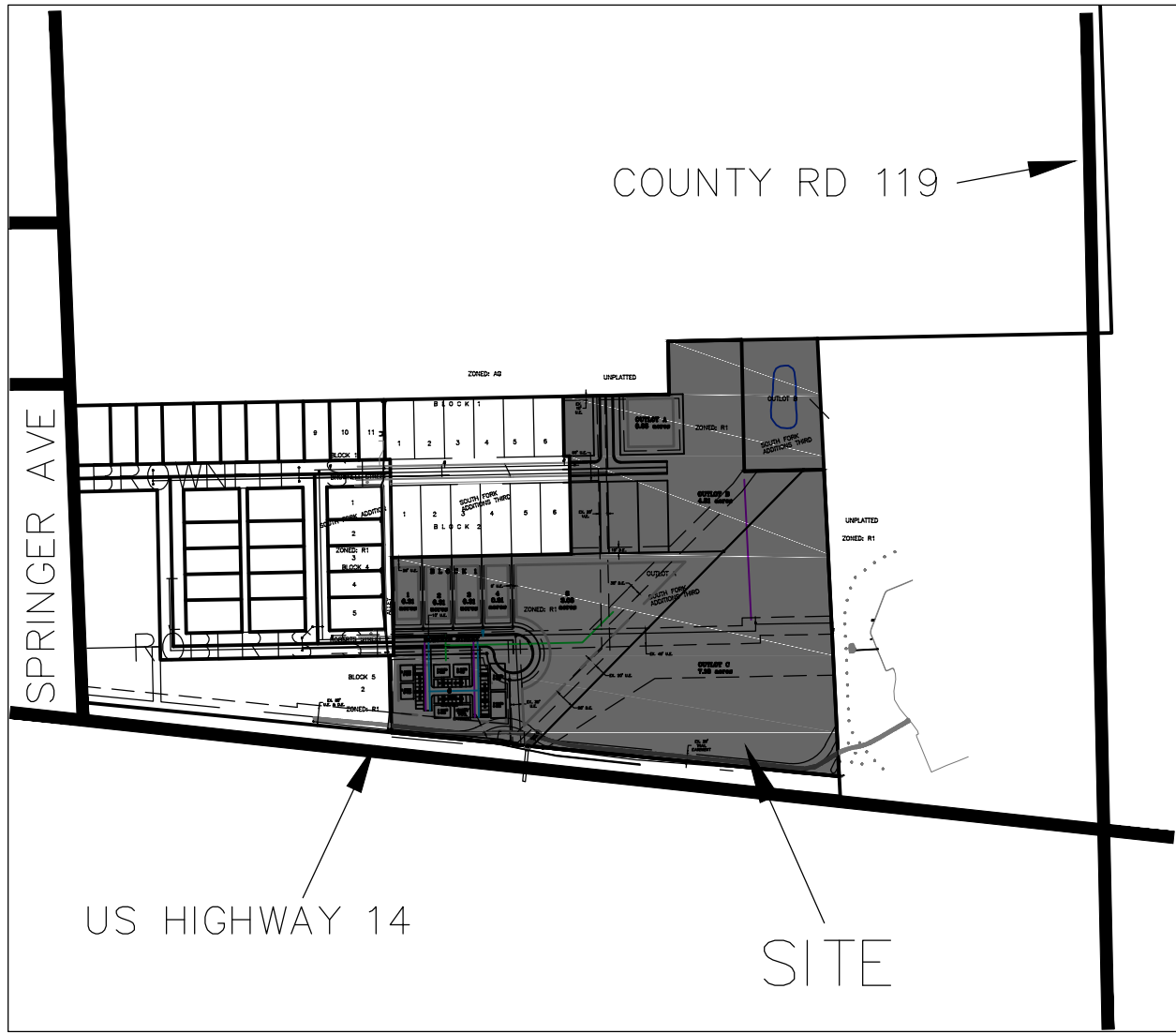
Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF WINONA)
CITY OF ST. CHARLES)

I, the undersigned, being the duly qualified and acting City Clerk of the City of St. Charles, Minnesota, DO
HEREBY CERTIFY that, I have compared the attached and foregoing extract of minutes with the original
thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a
meeting of the City Council of said City, duly called and held on January _____, 2023, insofar as such
minutes relate to Tax Increment Financing District No. 1-9 in the City.

WITNESS my hand this _____th day of January, 2023.

City Administrator



VICINITY MAP

T. 106 N., R. 10 W., SEC. 21
"NOT TO SCALE"

LEGEND

- IRON PIPE WITH PLASTIC CAP
- STAMPED LS 21940 SET
- FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED
- U.E. UTILITY EASEMENT
- SECTION LINE
- UNDERLYING PLAT LINE
- EASEMENT LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- WM WATERMAIN
- SAN SANITARY SEWER
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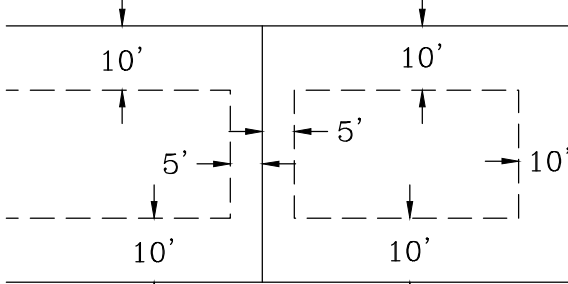
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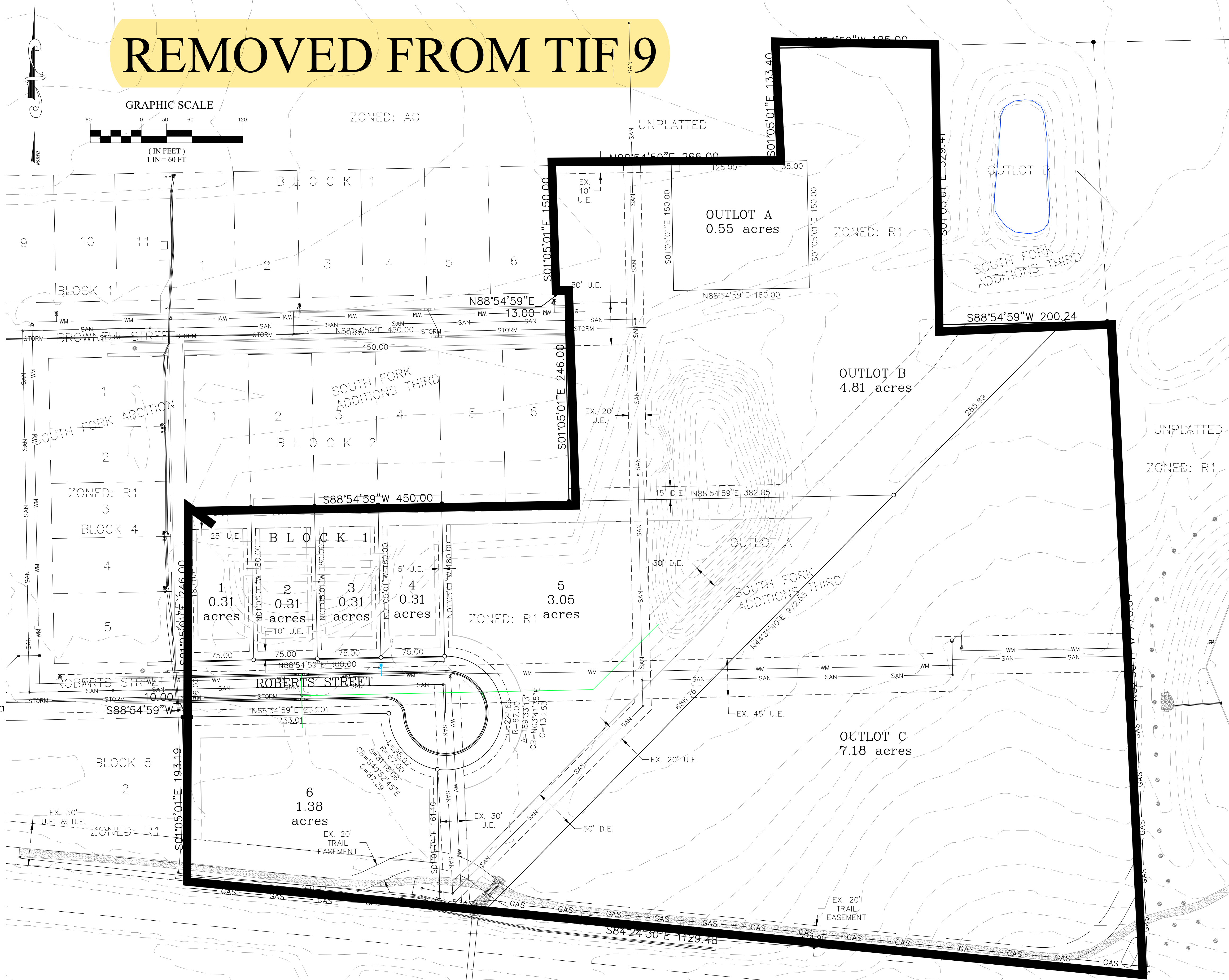
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REMOVED FROM TIF 9



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ GEOFFREY G. GRIFFIN
REG. NO. 21940

DATE: 11/30/2021
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DESIGNED _____ ADB
DRAWN _____ ADB
CHECKED _____ GGG

REVISED	BY	DATE
PRELIMINARY	ADB	8/19/22

CITY OF ST. CHARLES
WINONA COUNTY

BENCHMARK:

SOUTH FORK ADDITIONS FIFTH
PRELIMINARY PLAT

SHEET 1
OF 1 SHEETS

CITY OF ST. CHARLES, MINNESOTA

RESOLUTION NO. #01-2023

**RESOLUTION APPROVING
PROPERTY TAX ABATEMENT RELATED TO
WHITEWATER PROPERTIES. HOUSING PROJECT 2023**

BE IT RESOLVED by the City Council (the “Council”) of the City of St. Charles, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. The City has contemplated granting a property tax abatement in order to assist with the cost of constructing public improvements associated with Southfork Addition Fifth Subdivision, a multi-use residential development located in the City of St. Charles, Minnesota (the “City”), pursuant to Minnesota Statutes Sections 469.1812 through 469.1810 (the “Act”).

1.02. Pursuant to Section 469.1813, subd. 2(a) of the Act, the City may identify particular parcels and provide, by resolution, that the City may reduce all or a portion of the City’s share of property taxes on the tax parcel in question to reduce all or part of the property tax amount for the political subdivision of the parcel.

1.03. The City has identified certain parcels, specifically Lots 1-5, Block 1, of the Southfork Addition Fifth Subdivision (the “Abatement Parcels”) on which the City proposes to abate 60% of the City’s share of taxes generated by the development of new housing units. Said abatements shall be levied for the purposes of reimbursing Whitewater Properties, LLC (the “Developer”) for up to \$100,000 worth of public infrastructure, subject to all the terms and conditions of this resolution.

1.04. The City Abatement on all Abatement Parcels shall not exceed \$100,000 collected over a 10-year period commencing with taxes payable year 2025.

1.05. On January 10, 2023, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the abatement will be at least equal to the costs to the City of the Abatement, because the project will result in the installation of expensive public infrastructure and provide much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.

2.02. It is hereby found and determined that the abatement is in the public interest for the following reasons:

- (a) the abatement will increase tax base by assisting in the construction of a multi-use residential subdivision.
- (b) the abatement shall assist with the construction of public infrastructure.

Section 3. Actions Ratified; Abatement Approved.

3.01. The Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the terms and conditions noted in the attached Property Tax Abatement Plan, hereby incorporated into this Resolution.

3.03 In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the abatement, together with all other abatements approved by the City under the Act and paid in that year exceed the greater of 10% of the City's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Resolution.

Approved by the City Council of the City of St. Charles, Minnesota this ____th day of January, 2023.

Mayor

Attest:

City Administrator



Request for City Council Action

Date: January 20, 2023

Requested Council Date: January 24, 2023

Originating Department: Admin – EDA – Mike Bubany

Council Action Requested: Authorize Fryberger & Buchanan to prepare Southfork Fifth Tax Abatement

From: Mike Bubany <Mike@daviddrown.com>

Sent: Wednesday, January 11, 2023 8:54 AM

To: Richard Almich <RALmich@stcharlesmn.org>

Cc: Cris Gastner <cris.gastner@cedausa.com>; Melissa Krusmark <mkrusmark@stcharlesmn.org>

Subject: Revised Documents for Southfork Fifth Tax Abatement

Importance: High

Richard,

Thank you for your time and assistance in this process. Attached please find revised documents for the next Council meeting that more accurately reflect the land included in the Tax Abatement.

At the next Council meeting, the Council should consider taking the following actions (and in this order):

1. Approve Resolution Removing Parcels from TIF 1-9 (Resn. #02-2023)
2. Approve Resolution Approving Tax Abatement (Resn. #01-2023)
3. Motion to authorize Fryberger & Buchanan to prepare Tax Abatement contract based on the bullet points agreed upon, and to allow the Mayor and staff to execute said document once complete.

If I could get Items 1 and 2 filled out, signed, scanned, and emailed back to me once complete that would be very much appreciated.

Mike Bubany, Associate
David Drown Associates, Inc.
507 346 7895

CONSULTANT SERVICE CONTRACT

This Contract is made this 24th day of January, 2023, by and between the CITY OF ST. CHARLES, MINNESOTA, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, MN 55972-1129, ("CITY"), and Franklin Energy Services, LLC, a Delaware limited liability company, 102 N. Franklin Street, Port Washington, WI 53074, ("CONSULTANT"), (collectively the "PARTIES").

WHEREAS, CITY requires professional services in conjunction with its conservation improvement program (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services for program years 2023, 2024, and 2025 as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference, including the direct install program, commercial and industrial energy assessments, energy engineering, energy training activities, and administrative fees that specifically cover program planning, development and delivery, unless this Contract is sooner terminated as provided herein.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation on a time and materials basis to be mutually agreed upon in writing by CITY and CONSULTANT.
- C. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.
- D. **Insurance.**
 - 1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
 - 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general liability insurance coverage insuring CONSULTANT against claims for bodily

injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage in the minimum amount of \$1,000,000.00.

3. During the time in which CONSULTANT is performing any services under this Contract, CONSULTANT agrees to maintain, at CONSULTANT's expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Contract. The professional liability insurance policy shall provide coverage in the minimum amount of \$4,000,000.00.
4. Upon request of CITY, CONSULTANT shall provide CITY with certificates of insurance, showing evidence of required coverages.

SECTION II – CITY'S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT's performance of the services detailed in Exhibit 1, attached hereto.
- D. CITY will give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the proposed project.
- E. Andrew Langholz, City Administrator, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services. Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – COMPENSATION FOR SERVICES

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 2, Compensation for Services, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.

- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Administrator and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect for a period of three years from its effective date or until such time as the Project is completed to the satisfaction of the City Administrator or as otherwise provided in this Contract.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon ten (10) days written notice, cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, and hold harmless CITY, its respective officers, directors, employees and members and agents, from and against third party claims and demands for, or litigation with respect to, all damages and expenses (including reasonable attorneys' fees and expenses of litigation) which may be caused by the negligence or willful misconduct of CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's

expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- B. CITY shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CITY'S respective officers, directors, employees and members and agents.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

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

CITY:

Andrew Langholz, City Administrator
830 Whitewater Avenue
St. Charles, MN 55972-1129

CONSULTANT:

Dean Laube, Regional Vice President
Franklin Energy Services, LLC
102 N. Franklin Street
Port Washington, WI 53074

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- F. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- G. **Payment to Subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, the CONSULTANT, as prime contractor, must pay all subcontractors, less any retain, within 10 calendar days of the CONSULTANT's receipt of payment from the CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- H. **Copyright.** CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting there from.

- I. **Patented Devices, Materials and Processes.** If the Contract requires, or the CONSULTANT desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the CITY. If no such agreement is made or filed as noted, the CONSULTANT shall indemnify and hold harmless the CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall indemnify and defend the CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- J. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party, not to be unreasonably withheld.
- K. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- L. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- M. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- N. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.

- O. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- P. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- Q. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein. CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.
- R. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- S. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- T. **Governing Law.** This Contract shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- U. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- V. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict

performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

- W. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- X. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof
- Y. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- Z. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- AA. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII-SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: FRANKLIN ENERGY SERVICES, LLC

By: _____ Date: _____
Dean Laube, Regional Vice President

CITY OF ST. CHARLES

By: _____ Date: _____
John Schaber, Its Mayor

By: _____ Date: _____
Andrew Langholz, Its City Administrator

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT's Scope of Services for the City of St. Charles Conservation Improvement Program includes the following activities:

1) Direct Install Services:

Franklin Energy will offer to direct install energy efficient products such as LED light bulbs, low flow showerheads, bath and kitchen aerators, as well as hot water pipe insulation in any residential or non-residential building served by the City of St. Charles, at no cost to the CUSTOMER. Franklin Energy will bill the CITY for products installed at CUSTOMER locations. Franklin Energy staff will conduct an energy audit of qualifying buildings and follow that up with direct install efforts in common areas and/or tenant spaces, contingent on owner and tenant approval. The maximum quantity and installation eligibility criteria for each direct install product shall be mutually agreed upon by Franklin Energy and the City of St. Charles prior to commencement of direct install services.

Commented [RS1]: How is this different from the assessments in #2? Should Energy Assessments go first and then DI?

2) Energy Assessments:

Franklin Energy is prepared to conduct residential, small business, commercial or industrial energy assessments for the City of St. Charles utility customers. The primary objective of an assessment is to identify cost-effective energy saving options specific to the customer's building and operations. These assessments may include the following components: on-site walk through, identification of energy saving opportunities, and a summary report with energy savings estimates and projected electric rebate amounts.

3) Prescriptive and Custom Project Reviews:

Franklin Energy is prepared to offer technical assistance to the City of St. Charles for processing prescriptive and custom incentive applications. Franklin's engineering and technical staff are well versed in Minnesota CIP programs and will perform these critical reviews in a timely fashion. Franklin will document the review process and provide detail on potential changes or adjustments to energy savings calculations that are identified for each submitted project.

3) Customer and Staff Education:

Franklin Energy is prepared to organize and conduct educational events, presentations, and writings for City of St. Charles staff, utility customers, and/or trade allies on energy related-topics and City of St. Charles CIP programs. Content that has been pre-approved by the City of St. Charles will be presented by Franklin Energy in a non-biased fashion.

4) Program Planning, Delivery, and Administration:

Franklin Energy is prepared to offer our expertise to plan, develop and deliver a comprehensive conservation improvement program within the scope of services described herein for the City of St. Charles. This task includes development of annual CIP plans, annual incentive reviews and deemed savings updates, development of application forms and flyers, and program data analysis and reporting. Program planning will be done on an annual basis in collaboration with the City Administrator, with an optional mid-year status review of program expenditures, participation, and savings in relation to budgets and goals. Annual goals and activities will be documented in an annual CIP Plan and will be congruent with Franklin Energy's program delivery budget and the CITY's overall CIP budget.

5) Program Marketing and Outreach:

Franklin Energy is prepared to market the CITY’s CIP offerings through various means including social media, direct outreach, and educational events to meet specific goals or objectives outlined in the Annual CIP Plan (see #4 above). It is understood that because Franklin Energy does not have direct access to customer utility records or the CITY’s social media channels, the CITY will assist with customer information requests by Franklin Energy and managing social media efforts. The City will also assist with program delivery by passing on customer leads to Franklin Energy for the various services described above.

Timeline

Franklin Energy is able to begin providing services on January 1, 2023 with agreement between both parties. This multi-year agreement includes program years 2023, 2024 and 2025. Review of program delivery as well as operating budgets and scope of work will be discussed annually between Franklin Energy and St. Charles. Any increases must be mutually agreed upon and approved in writing.

Resource Requirements Overview

Franklin Energy will provide services utilizing staff already engaged in the region. An overview of roles and responsibilities for such staff is provided below.

Project Team Roles Overview

Roles	Responsibilities
Regional Vice President/Program Operations Director	The Regional Vice President (RVP) and Program Operations Director (POD) will provide executive oversight to the program and hold ultimate accountability for achievement of the proposed deliverables. The RVP will supervise the team’s efforts, provide guidance on team roles and responsibilities, and approve personnel decisions.
Program Manager /Operations Manager	The Program Manager (PM) and Operations Manager (OM) will oversee daily management of the program, serving as Franklin Energy’s primary contact with the City and coordinating Franklin Energy staff as needed to implement each year’s CIP plan and respond to customer requests in a timely fashion.
Engineering Support	A core group of highly qualified Franklin Energy Staff may be called upon to provide support for custom project review or energy assessments. Engineering staff are capable of developing custom energy rebate calculations or reviewing customer or contractor calculations for specialized commercial or industrial energy efficiency projects.
Energy Advisor	Franklin Energy has field staff specifically trained in certain disciplines that conduct related field work, such as energy audits, direct install of measures or energy related, non-biased advice to end-use customers.
Project Coordinator/Specialist	Franklin Energy Project Coordinators and Specialists are well versed in energy efficiency program delivery, and will assist with administrative tasks and customer outreach as needed.

Relevant Experience

Franklin Energy has 25 years of energy efficiency program implementation experience providing similar services on behalf of utilities. We currently have offices in twenty-eight states and provinces in North America, with our headquarters located in Port Washington, WI. Relevant experience to Minnesota includes:

- Franklin Energy currently implements the residential 4U2, midsize commercial/industrial outreach, and commercial/industrial Large Customer Turn-Key programs for the natural gas utility Minnesota Energy Resources Corporation. This program has service territory overlapping the city of St. Charles.
- Franklin Energy currently provides energy efficiency services for five other municipal and electric cooperative utility clients in Minnesota including Great River Energy, Rochester Public Utilities, Southern Minnesota Municipal Power Agency, Missouri River Energy Services, and Minnkota Power Cooperative.
- Franklin Energy provides implementation services to the following investor-owned utilities in Minnesota: Xcel Energy, Minnesota Energy Resources, Minnesota Power, and Otter Tail Power Company.
- Over the past five years, Franklin Energy has conducted over 200 energy efficiency presentations to various audiences comprised of end-use customers, trade allies and utility staff throughout the country.

EXHIBIT 2

COMPENSATION FOR SERVICES

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT a flat fee according to the pricing schedule below ("Contract price") for the performance of all of CONSULTANT's services provided in Exhibit 1, Scope of Services, including expenses, under this Contract for program years 2023, 2024, and 2025.

2023	2024	2025
\$37,372.92	\$38,494.08	\$39,648.96

Under no circumstances shall CONSULTANT's total charges to CITY in any year of this Contract, including expenses, exceed \$45,000.00 per year, unless such charges in excess of the contract price are authorized in writing by the City Administrator or City Council before they are incurred by CITY.

CITY will make periodic payment to CONSULTANT upon billing at intervals not more often than monthly, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

Commented [RS2]: I increased this slightly to account for the school kit program - based on the previous contract, the above numbers only included the monthly fixed fee but the school kits and pizza party are billed separately I believe

Building Use Memorandum of Understanding 2022-23

For Space Use Between the city of St Charles **Community Center (SCCC)**, St Charles Senior Center (SCSC) and VITA of Winona, a program of Catholic Charities of Southern MN

This Memorandum of Understanding (MOU) outlines the understanding between **SCCC**, SCSC and VITA regarding the terms and conditions of SPACE use.

Purpose:

- Use of space complements the mission of SCSC to provide assistance to those in need in the St Charles community
- VITA will provide free preparation and filing Federal and state income taxes for individuals in the St Charles area who meet the income thresholds established.

Criteria for use of SCSC space:

This MOU communicates and confirms the following:

- Program description:
Free preparation and filing of Federal, MN, and/or WI income taxes for taxpayers whose incomes fall below locally set guidelines.
- Schedule:
Specific schedule dates and times between **early February and mid-April 2023** will be mutually agreed upon by SCSC and VITA as needed for set up, tax preparation, and tear down.
- Copy of Certificate of Insurance and/or waivers will be provided before using the space

Specific facilities use understanding for VITA:

SCSC will provide:

- Space in Senior Center at mutually agreed upon times, not conflicting with SCSC scheduled activities
- Use of tables and chairs already existing in the space
- A lockable storage area with access controlled by SCSC and locked at all times authorized users are not present
- A key to access the space and storage will be made available for VITA to pick up and return during the agreed upon usage times
- Cleaning equipment

SCCC will provide:

- A wireless internet connection dedicated and password protected for VITA use
- Water, Electric and Heat utilities.
- Snow removal for sidewalks and parking.

VITA will provide:

- Trained and certified Volunteer Income Tax Preparers who will prepare and file Federal and state income tax returns for individuals in the St Charles area who meet the income thresholds established.
- All computers, printers, supplies, and any special furnishings needed to prepare and file taxes.
- At least one filtered air work station (approx. 4'X7') to be left in the common area unless removal is requested for an event with which it would interfere
- Clean up after use to return the space to as found condition, any consumable supplies needed will be provided or replenished by VITA
- Notification to SCSC of any damages or incidences that occur to/in the provided space

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from **SCCC**, SCSC and VITA. This MOU shall become effective upon signature by the authorized officials from **SCCC**, SCSC and VITA and will remain in effect until modified or terminated by any one of the partners by mutual consent. **Use of the space is planned to commence the week of February 6, 2023. In the absence of mutual agreement by the authorized officials from SCSC and VITA this MOU shall end on or before April 30, 2023.**

Contact Information:

St Charles Senior Center

Rox Ann Heim

830 Whitewater Avenue, St. Charles, MN 55972

507-932-4072

Date: _____
(Signature) St Charles Senior Center

St Charles City Administration

???, City Administrator

830 Whitewater Avenue, St. Charles, MN 55972

507-932-3020

???email

Date: _____
(Signature) St Charles

Partner Name: VITA

Partner Representative - Walter Carpenter

115 W Mill St, Winona, MN 55987

612-867-3947

walt.phase2@gmail.com

Date: _____
(Partner signature) VITA

Sponsor: Catholic Charities of Southern MN

Sue Degallier, Director of Active Aging Programs

PO Box 379, Winona, MN 55987

507-450-0287

sdegallier@ccsommn.org

Date: _____
(Signature) Catholic Charities

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



January 10, 2023

Mr. Rick Schaber
City Parks and Recreation Director
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

RE: St. Charles, MN
Whitewater River Restoration, Phase 1
Pay Request No. 4

Dear Rick:

Enclosed is Pay Request No. 4 for work on the above referenced project. We recommend the City make payment in the amount of \$7,761.60 to:

Sunram Construction, Inc.
20010 75th Ave. N.
Corcoran, MN 55340-9459

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read "Meghan Funke", is written over the company name.

Meghan Funke, P.E.

MF/ds

Enclosure

cc: Daren Sikkink, WHKS (file)
Ryan Sunram, Sunram Construction, Inc.

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



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Whitewater River Restoration, Phase 1
Project No.: 9460.00
Location: St. Charles, MN
Contractor: Sunram Construction

Bid Price: \$295,135.00
Date: Jan. 10, 2022
Estimate #: 4
% Complete: 127%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	MOBILIZATION	1	LS	\$34,000.50	1.00		1.00	\$34,000.50
2	CLEARING & GRUBBING	1	LS	\$7,550.00	1.00		1.00	\$7,550.00
3	COMMON EXCAVATION (P)	3700	CY	\$7.75	7,650		7,650	\$59,287.50
4	F&I 18-INCH RCP PIPE	30	LF	\$220.00	-		-	\$0.00
5	REMOVE AND REINSTALL 18" RCP PIPE APRON	1	EA	\$3,500.00	-		-	\$0.00
6	F&I SILT FENCE	2110	LF	\$2.50	-		-	\$0.00
7	F&I FLOTATION SILT CURTAIN	50	LF	\$20.00	100		100	\$2,000.00
8	F&I STABILIZED CONSTRUCTION EXIT	2	EA	\$850.00	1		1	\$850.00
9	SEED AND MULCH WITH MNDOT SEED MIX 34-261	3.7	ACRE	\$2,210.00	1.65		1.65	\$3,646.50
10	SITE RESTORATION (HYDROSEED WITH MNDOT SEED MIX 25-131)	1.6	ACRE	\$3,000.00	2.4		2.4	\$7,200.00
11	F&I CATEGORY 30 EROSION CONTROL MATTING	4300	SY	\$2.65	10,100		10,100	\$26,765.00
12	RIPRAP CLASS V	2025	CY	\$63.50	2,701		2,701	\$171,513.50
13	F&I CROSS VANE	2	EA	\$1,675.00	2		2	\$3,350.00
14	F&I ROCK VANE	2	EA	\$1,550.00	2		2	\$3,100.00
15	F&I J-HOOK	5	EA	\$1,505.00	5		5	\$7,525.00
16	F&I ROOT-WAD STRUCTURES	14	EA	\$350.00	14		14	\$4,900.00
17	F&I ROCK RIFFLE WITH RANDOM BOULDER PLACEMENT	2	EA	\$14,000.00	2		2	\$28,000.00
18	F&I TEMPORARY STREAM CROSSING	2	EA	\$3,500.00	2		2	\$7,000.00
ITEMS WITHOUT QUANTITIES:								
19	SITE RESTORATION GRADING	660	CY	\$12.00	-	660	660	\$7,920.00
Total Work Completed								\$374,608.00

Less 2% Retainage \$7,492.16
Less Previous Payments \$359,354.24

Net Payment this Estimate **\$7,761.60**

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



January 13, 2023

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

RE: St. Charles, MN
Chattanooga 2nd Pond Construction
Pay Request No. 4-Final

Dear Kyle:

Enclosed is Pay Request No. 4 (Final) for work on the above referenced project. We recommend the City accept the project and make payment in the amount of \$6,676.79 to:

Zenke, Inc.
87 Main St. #5
La Crescent, MN 55947

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

Please contact me if you have any questions.

Sincerely,

WHKS & co.

Daren D. Sikkink, P.E.

DS/jm

Enclosure

cc: Richard Almich, City of St. Charles
Cassie Smith, City of St. Charles
Travis Zenke, Zenke, Inc.

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



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Chattanooga 2nd Pond Construction
Project No.: 9159.00
Location: St. Charles, MN
Contractor: Zenke, Inc.

Bid Price: \$126,749.00
Date: Jan. 11, 2023
Estimate #: 4-Final
% Complete: 105%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	L.S.	\$5,200.00	1		1	\$5,200.00
2.	Clearing and Grubbing	1	L.S.	\$1,500.00	1		1	\$1,500.00
3.	Common Excavation (P)	8,900	C.Y.	\$3.10	8,900		8,900	\$27,590.00
4.	Restore Aggregate Road	125	S.Y.	\$14.90	125		125	\$1,862.50
5.	Topsoil Stripping (P)	5,525	C.Y.	\$3.80	5,525		5,525	\$20,995.00
6.	Remove 36" CMP Culvert	48	L.F.	\$15.00	48		48	\$720.00
7.	F&I 30" RCP Storm Sewer	17	L.F.	\$84.00	16		16	\$1,344.00
8.	F&I 36" RCP Storm Sewer	200	L.F.	\$108.25	192		192	\$20,784.00
9.	F&I 36" RCP Apron	1	Each	\$1,530.00	1		1	\$1,530.00
10.	Construct Structure, Type 4 (72")	1	Each	\$4,016.00	1		1	\$4,016.00
11.	Construct Structure, Pond Outlet Structure	1	Each	\$8,944.00	1		1	\$8,944.00
12.	Ditch Check Type 5	6	Each	\$1,200.00	3		3	\$3,600.00
13.	Rip Rap, Class 4	60	C.Y.	\$68.00	45		45	\$3,060.00
14.	Filter Diaphragm	1	L.S.	\$5,100.00	1		1	\$5,100.00
15.	Erosion Control Blanket, Category 3	7,485	S.Y.	\$1.50	7,485		7,485	\$11,227.50
16.	Turf Establishment, Seed	1.8	Acre	\$1,000.00	1.8		1.8	\$1,800.00
17.	Silt Fencing, Type Machine Sliced	250	L.F.	\$1.70	80		80	\$136.00
18.	Inlet Protection	2	Each	\$90.00	2		2	\$180.00
19.	Temporary Rock Construction Entrance	1	Each	\$1.00			-	\$0.00
20.	Traffic Control	1	L.S.	\$300.00	1		1	\$300.00
21.	Material testing allowance \$1,000	1	L.S.	\$1,000.00	1,874.75		1,874.75	\$1,874.75
	4" tile with geotextile fabric	450	LF	\$11.40	450.0		450	\$5,130.00
	Common Borrow from subdivision	1,000	C.Y.	\$8.20	810		810	\$6,642.00

Total Work Completed \$133,535.75

Contractor Representative

Date

Less Previous Payments \$126,858.96
Net Payment this Estimate \$6,676.79

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



January 11, 2023

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

RE: St. Charles, MN
2021 Streets Improvements
Pay Request No. 5

Dear Kyle:

Enclosed is Pay Request No. 5 for work on the above referenced project. We recommend the City make payment in the amount of \$98,395.87 to:

Dunn Blacktop Company
24206 MN-43
Winona, MN 55987

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "D. Sikkink", is written over the company name.

Daren D. Sikkink, P.E.

DDS/jm

Enclosure

cc: Richard Almich, City of St. Charles
Cassie Smith, City of St. Charles
Sam Costigan, Dunn Blacktop Company

2905 South Broadway
Rochester, MN 55904
Phone: 507.288.3923



PARTIAL PAYMENT REQUEST
FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Street Improvements
Project No.: 9158
Location: St. Charles, MN
Contractor: Dunn Blacktop Company

Bid Price: \$3,153,574.73
Date: Jan. 11, 2023
Estimate #: 5
% Complete: 78.0%

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
Schedule A - Overlay								
1	Mobilization	L.S.	\$119,994.45	1	1.0	0.00	1.00	\$ 119,994.45
2	8 Foot Edge Mill	S.Y.	\$1.59	30000	20718.5	0.00	20718.52	\$ 32,942.45
3	1 3/4" Depth Full Width Mill	S.Y.	\$1.79	14000	16596.8	0.00	16596.83	\$ 29,708.32
4	Remove Concrete Curb and Gutter	L.F.	\$11.01	5200	4274.0	0.00	4274.00	\$ 47,056.74
5	Remove Concrete Driveway	S.Y.	\$14.74	220	451.3	0.00	451.33	\$ 6,652.65
6	Remove Concrete Walk	S.Y.	\$11.90	780	949.1	0.00	949.11	\$ 11,294.42
7	Adjust Sanitary Manhole Casting	Each	\$1,030.00	83	0.0	0.00	0.00	\$ -
8	Adjust Storm Manhole Casting	Each	\$815.00	31	0.0	0.00	0.00	\$ -
9	Adjust Gate Valve Box	Each	\$460.00	54	3.0	0.00	3.00	\$ 1,380.00
10	Sanitary Sewer Manhole Casting	Each	\$595.00	10	0.0	0.00	0.00	\$ -
11	Storm Sewer Manhole Casting	Each	\$520.00	10	0.0	0.00	0.00	\$ -
12	Gate Valve Box	Each	\$210.00	10	3.0	0.00	3.00	\$ 630.00
13	Topsoil Borrow (LV)	C.Y.	\$25.84	200	200.0	0.00	200.00	\$ 5,168.00
14	Aggregate Shouldering Class 5	C.Y.	\$71.08	180	180.0	0.00	180.00	\$ 12,794.40
15	Type SP 12.5 Non-Wearing Leveing Course Mix SPWEB230B (2")	Ton	\$82.80	2500	268.0	0.00	268.00	\$ 22,190.40
16	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$71.20	14100	10716.6	0.00	10716.60	\$ 763,021.92
17	Type SP 12.5 Wearing Course Mix SPWEB240B (Patching)	Ton	\$112.50	225	462.9	0.00	462.89	\$ 52,074.56
18	Concrete Driveway 6" Reinforced Type A	S.Y.	\$87.32	180	451.3	0.00	451.33	\$ 39,410.43
19	Concrete Driveover Curb and Gutter	L.F.	\$31.77	600	222.0	0.00	222.00	\$ 7,052.94
20	Concrete B624 Curb and Gutter	L.F.	\$35.27	4620	4064.0	0.00	4064.00	\$ 143,337.28
21	Concrete V-Curb	L.F.	\$48.77	150	98.0	0.00	98.00	\$ 4,779.46
22	Concrete Walk 6"	SQ. FT	\$9.42	5200	3966.0	0.00	3966.00	\$ 37,359.72
23	Concrete Walk 4"	SQ. FT	\$8.62	3250	4523.0	0.00	4523.00	\$ 38,988.26
24	Concrete Walk 4" Thickened Edge	SQ. FT	\$13.92	200	0.0	0.00	0.00	\$ -
25	Truncated Domes	S.F.	\$51.00	720	612.0	0.00	612.00	\$ 31,212.00
26	Turf Establishment, Seeding	Acres	\$10,890.00	1	1.0	0.00	1.00	\$ 10,890.00
27	Traffic Control	L.S.	\$14,500.00	1	1.0	0.00	1.00	\$ 14,500.00
28	Material Testing Allowance (\$1,000)	L.S.	\$1,000.00	1	0.0	0.00	0.00	\$ -
Schedule B - Pave Gravel Streets								
1	Mobilization	L.S.	\$34,759.38	1	1.00	0.00	1.00	\$ 34,759.38
2	Remove Bituminous Driveway	S.Y.	\$9.02	150	0.00	0.00	0.00	\$ -
3	Topsoil Borrow (LV)	C.Y.	\$42.91	300	300.00	0.00	300.00	\$ 12,873.00
4	Aggregate Shouldering Class 5	C.Y.	\$71.08	170	170.00	0.00	170.00	\$ 12,083.60
5	Aggregate Base Class 5	C.Y.	\$28.35	1000	525.92	0.00	525.92	\$ 14,909.75
6	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	Ton	\$72.60	1160	1473.10	0.00	1473.10	\$ 106,947.06
7	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$72.10	1160	1405.06	0.00	1405.06	\$ 101,304.83
8	6" Aggregate Driveway Class 5	C.Y.	\$71.08	35	0.00	0.00	0.00	\$ -
9	3" Bituminous Driveway Pavement	S.Y.	\$13.45	100	0.00	0.00	0.00	\$ -
10	Turf Establishment	Acres	\$10,890.00	1	1.00	0.00	1.00	\$ 10,890.00
11	Traffic Control	L.S.	\$9,000.00	1	1.00	0.00	1.00	\$ 9,000.00
12	Material Testing Allowance (\$1000)	L.S.	\$1,000.00	1	0.00	0.00	0.00	\$ -
Schedule C - Rebuild Streets								
1	Mobilization	L.S.	\$58,802.00	1	1.00	0.00	1.00	\$ 58,802.00
2	Full Depth Reclamation 8" Min. (P)	S.Y.	\$2.84	16500	16500.00	0.00	16500.00	\$ 46,860.00
3	Remove Bituminous Pavement	S.Y.	\$9.40	100	3045.58	0.00	3045.58	\$ 28,628.43
4	Remove Concrete Curb and Gutter	L.F.	\$16.15	1450	1431.00	0.00	1431.00	\$ 23,110.65
5	Remove Concrete Driveway Pavement	S.Y.	\$15.61	140	65.20	0.00	65.20	\$ 1,017.77
6	Remove Bituminous Driveway Pavement	S.Y.	\$15.61	70	28.89	0.00	28.89	\$ 450.96
7	Remove Concrete Walk	S.Y.	\$12.60	340	410.56	0.00	410.56	\$ 5,173.00
8	Adjust Casting	Each	\$755.00	6	3.00	0.00	3.00	\$ 2,265.00

2905 South Broadway
Rochester, MN 55904
Phone: 507.288.3923



PARTIAL PAYMENT REQUEST
FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Street Improvements
Project No.: 9158
Location: St. Charles, MN
Contractor: Dunn Blacktop Company

Bid Price: \$3,153,574.73
Date: Jan. 11, 2023
Estimate #: 5
% Complete: 78.0%

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
9	Adjust Gate Valve & Box	Each	\$445.00	8	1.00	0.00	1.00	\$ 445.00
10	Clear and Grub Tree	Each	\$1,000.00	1	3.00	0.00	3.00	\$ 3,000.00
11	Topsoil Borrow (LV)	C.Y.	\$25.84	400	400.00	0.00	400.00	\$ 10,336.00
12	12' Wide Temp Road	L.S.	\$1.00	1	0.00	0.00	0.00	\$ -
13	Common Excavation	C.Y.	\$17.68	4800	1496.92	0.00	1496.92	\$ 26,465.55
14	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	Ton	\$81.50	2000	1445.18	0.00	1445.18	\$ 117,782.17
15	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	Ton	\$82.50	2000	2052.37	0.00	2052.37	\$ 169,320.53
16	Geotextile Fabric, Type V	S.Y.	\$2.09	11000	5109.19	0.00	5109.19	\$ 10,678.21
17	Bituminous Roadway Patching	S.Y.	\$25.97	200	21.33	0.00	21.33	\$ 554.03
18	Aggregate Base Class 5 (Recycled) (P)	C.Y.	\$13.95	3250	1135.38	0.00	1135.38	\$ 15,838.55
19	Aggregate Base Class 5 (Virgin)	C.Y.	\$32.98	125	0.00	0.00	0.00	\$ -
20	Aggregate Shoulder Class 5	C.Y.	\$83.67	90	0.00	0.00	0.00	\$ -
21	Aggregate Subbase Correction	C.Y.	\$48.34	100	72.40	0.00	72.40	\$ 3,499.82
22	Concrete Driveover Curb and Gutter	L.F.	\$31.77	130	0.00	0.00	0.00	\$ -
23	Concrete B624 Curb and Gutter	L.F.	\$35.27	1200	1694.00	0.00	1694.00	\$ 59,747.38
24	Concrete B624 Curb and Gutter, 1.5" Head	L.F.	\$31.77	1000	793.00	0.00	793.00	\$ 25,193.61
25	Concrete B618 Curb and Gutter, 1.5" Head	L.F.	\$31.77	240	0.00	0.00	0.00	\$ -
26	Concrete Valley Gutter	L.F.	\$37.77	70	181.00	0.00	181.00	\$ 6,836.37
27	Concrete V-Curb	L.F.	\$48.77	10	0.00	0.00	0.00	\$ -
28	7" Concrete Walk	Sq. Ft	\$9.92	140	0.00	0.00	0.00	\$ -
29	6" Concrete Walk	Sq. Ft	\$9.42	930	1016.00	0.00	1016.00	\$ 9,570.72
30	4" Concrete Walk	Sq. Ft	\$8.62	2400	2187.00	0.00	2187.00	\$ 18,851.94
31	6" Thickened Edge Concrete Walk	Sq. Ft	\$16.92	160	261.00	0.00	261.00	\$ 4,416.12
32	4" Thickened Edge Concrete Walk	Sq. Ft	\$13.92	50	0.00	0.00	0.00	\$ -
33	Truncated Domes	Sq. Ft	\$51.00	130	112.00	0.00	112.00	\$ 5,712.00
34	3" Bituminous Driveway	S.Y.	\$34.38	200	0.00	0.00	0.00	\$ -
35	6" Aggregate Driveway	C.Y.	\$83.67	20	0.00	0.00	0.00	\$ -
36	6" Concrete Driveway Reinforced	S.Y.	\$87.32	70	110.06	0.00	110.06	\$ 9,610.05
37	7" Concrete Driveway Type A	S.Y.	\$87.32	25	116.10	0.00	116.10	\$ 10,137.85
38	Storm Sewer Structure Type 1	Each	\$3,250.00	3	3.00	0.00	3.00	\$ 9,750.00
39	12" Reinforced Concrete Pipe	L.F.	\$180.00	22	30.00	0.00	30.00	\$ 5,400.00
40	18" Reinforced Concrete Pipe	L.F.	\$180.00	22	22.00	0.00	22.00	\$ 3,960.00
41	18" Reinforced Concrete Apron	Each	\$1,320.00	1	1.00	0.00	1.00	\$ 1,320.00
42	12" Nyloplast Drop Inlet	Each	\$1,900.00	1	0.00	0.00	0.00	\$ -
43	12" HDPE Pipe	L.F.	\$105.00	65	0.00	0.00	0.00	\$ -
44	12" Metal Apron	Each	\$605.00	1	0.00	0.00	0.00	\$ -
45	Rip-Rap, Class 2	S.Y.	\$42.00	20	20.00	0.00	20.00	\$ 840.00
46	4" Solid Line - Parking Striping	L.F.	\$0.76	750	733.00	0.00	733.00	\$ 557.08
47	Handicap Loading Zones and Symbols	Each	\$45.00	5	6.00	0.00	6.00	\$ 270.00
48	Temporary Rock Construction Entrance	Each	\$1,500.00	4	4.00	0.00	4.00	\$ 6,000.00
49	Storm Drain Inlet Protection	Each	\$150.00	7	7.00	0.00	7.00	\$ 1,050.00
50	Seeding	Acre	\$10,890.00	1	1.00	0.00	1.00	\$ 10,890.00
51	Traffic Control	L.S.	\$10,350.00	1	1.00	0.00	1.00	\$ 10,350.00
52	Ditch Check, Type 2	Each	\$60.00	7	0.00	0.00	0.00	\$ -
53	Material Testing Allowance (\$1000)	L.S.	\$1,000.00	1	0.00	0.00	0.00	\$ -

Total Schedule A	\$ 1,432,438.40
Total Schedule B	\$ 302,767.61
Total Schedule C	\$ 724,690.77
Less 1% Retained Amount	\$ 24,598.97
Less Previous Payments	\$ 2,336,901.95
Net Payment this Estimate	\$ 98,395.87

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



January 13, 2023

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

RE: St. Charles, MN
Chattanooga 2nd Addition
Pay Request No. 7-Final

Dear Kyle:

Enclosed is Pay Request No. 7 (Final) for work on the above referenced project. We recommend the City accept the project and make payment in the amount of \$48,594.89 to:

Zenke, Inc.
87 Main St. #5
La Crescent, MN 55947

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

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "D. Sikkink", is written over a light blue horizontal line.

Daren D. Sikkink, P.E.

DS/jm

Enclosure

cc: Richard Almich, City of St. Charles
Cassie Smith, City of St. Charles
Travis Zenke, Zenke, Inc.

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



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 2021 Chattanooga 2nd Addition
Project No.: 9159.00
Location: St. Charles, MN
Contractor: Zenke, Inc.

Bid Price: \$997,354.58
Date: Jan. 11, 2023
Estimate #: 7-Final
% Complete: 97%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	L.S.	\$24,200.00	1	0	1	\$24,200.00
2.	Topsoil Stripping (P)	33,260	C.Y.	\$4.25	33,260	0	33,260	\$141,355.00
3.	Common Excavation (P)	16,591	C.Y.	\$3.10	16,591	0	16,591	\$51,432.10
4.	Geotextile Fabric Type 5 (P)	7,100	S.Y.	\$1.50	6,990	0	6,990	\$10,485.00
5.	Subgrade Preparation 12"	14	RD STA	\$300.00	9	0	9	\$2,700.00
6.	Aggregate Base Class 5 (P)(CV)	1,978	C.Y.	\$28.20	1,934	0	1,934	\$54,538.80
7.	Breaker Run Stabilizing Aggregate	260	C.Y.	\$27.80	1,100	0	1,100	\$30,580.00
8.	Type SP 12.5 Wearing Course Mix (2:B)	586	Ton	\$77.17	570.5	0	570.5	\$44,025.49
9.	Type SP 12.5 Non Wear Course Mix (2:B)	1,560	Ton	\$76.51	1,382	0	1,382	\$105,736.82
10.	Concrete Curb & Gutter, Design B618	2,800	L.F.	\$11.57	2,834	0	2,834	\$32,789.38
11.	Concrete Apron	19	S.Y.	\$77.76	0	0	-	\$0.00
12.	Aggregate For Pipe Foundation(CV)	308	C.Y.	\$46.00	0	0	-	\$0.00
13.	Remove Bituminous Pavement	192	S.Y.	\$5.00	191	0	191	\$955.00
14.	F&I 6" PVC Pipe Service	400	L.F.	\$38.60	400	0	400	\$15,440.00
15.	F&I 8" PVC Pipe Sewer	1,290	L.F.	\$41.50	1,290	0	1,290	\$53,535.00
16.	F&I 8" x 6" PVC Wye	9	Each	\$295.00	9	0	9	\$2,655.00
17.	Construct Structure, Type 3, (48") (Adjusted)	5	Each	\$3,650.00	5	0	5	\$18,250.00
18.	Connect to Existing Sanitary Sewer	1	Each	\$500.00	1	0	1	\$500.00
19.	F&I 6" Water Main	430	L.F.	\$32.60	430	0	430	\$14,018.00
20.	F&I 8" Water Main	1,246	L.F.	\$35.80	1,246	0	1,246	\$44,606.80
21.	F&I 6" Gate Valve & Box	14	Each	\$1,570.00	14	0	14	\$21,980.00
22.	F&I 8" Gate Valve & Box	3	Each	\$2,160.00	3	0	3	\$6,480.00
23.	F&I 6" Hydrant	4	Each	\$4,160.00	4	0	4	\$16,640.00
24.	F&I Watermain Fittings	1,208	Pound	\$9.80	1,208	0	1,208	\$11,838.40
25.	Connect to Existing Watermain	1	Each	\$1,200.00	1	0	1	\$1,200.00
26.	F&I 15" RCP Storm Sewer	125	L.F.	\$48.20	115	0	115	\$5,543.00
27.	F&I 18" RCP Storm Sewer	543	L.F.	\$52.80	563	0	563	\$29,726.40
28.	F&I 30" RCP Storm Sewer	763	L.F.	\$82.60	740	0	740	\$61,124.00
29.	F&I 30" HDPE Storm Sewer	721	L.F.	\$59.50	721	0	721	\$42,899.50
30.	Construct Structure, Type 4 (48")	2	Each	\$2,440.00	2	0	2	\$4,880.00
31.	Construct Structure, Type 4 (60")	7	Each	\$3,940.00	7	0	7	\$27,580.00
32.	Construct Structure, Type 4 (72")	1	Each	\$4,900.00	1	0	1	\$4,900.00
33.	Construct Structure, Type 4 (84")	1	Each	\$7,290.00	1	0	1	\$7,290.00
34.	Construct Structure Type 1	10	Each	\$1,946.00	10	0	10	\$19,460.00
35.	F&I 30" RCP Apron	1	Each	\$1,120.00	1	0	1	\$1,120.00
36.	Ditch Check Type 2	3	Each	\$1,545.00	0	0	-	\$0.00
37.	Traffic Control	1	L.S.	\$300.00	1	0	1	\$300.00
38.	Erosion Control Blanket, Category 3	2,470	S.Y.	\$2.10	1,160	0	1,160	\$2,436.00
39.	Turf Establishment, Seed & Mulch	16	Acre	\$1,000.00	16	0	16	\$16,000.00
40.	Silt Fencing, Type Machine Sliced	2,358	L.F.	\$1.90	1,959	0	1,959	\$3,722.10
41.	Inlet Protection	11	Each	\$90.00	1	0	1	\$90.00
42.	Stabilized Vehicle Exit	1	L.S.	\$10.00	1	0	1	\$10.00
43.	4" PVC Conduit	344	L.F.	\$15.00	532	0	532	\$7,980.00
44.	4" Insulation	1,240	SF	\$3.90	1,240	0	1,240	\$4,836.00
45.	Trench Rock Excavation	1,290	L.F.	\$26.00	1,000	0	1,000	\$26,000.00
46.	Material testing allowance \$1,000	1	L.S.	\$1,000.00	0.06	0	0.06	\$60.00
Materials on Hand								
	30" HDPE pipe from Core & Main invoice 6/14/21	740	LF	\$22.92	0	0	-	\$0.00
	Sanitary Manhole structures	5	Each	\$1,004.02	0	0	-	\$0.00

Total Work Completed **\$971,897.79**

Contractor Representative

1/12/2023
Date

Less Previous Payments \$923,302.90
Net Payment this Estimate **\$48,594.89**