



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, October 14, 2025 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, MN.

ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. October 14, 2025 - Agenda	APPROVE
4. Reports of Boards and Committees:	INFORMATION
a. City Administrator's Report, Andrew Langholz	
b. Director of Public Works Report, Scott Bunke	
c. Chief of Police Report, Jose Pelaez	
d. Library Board, David Kramer	
e. Park Board, Dave Braun	
f. School Board, Jake Braun	
g. Ambulance Steering Committee, Matt Essig	
5. Consent Agenda	APPROVE
a. September 9, 2025 – City Council Minutes	
b. September 23, 2025 – City Council Minutes	
c. Resolution #19-2025 – Accepting a Donation from Trinity Lutheran Church	
d. Resolution #20-2025 – Accepting a Donation from the Lion's Club	
e. 2026 Ambulance Contract Agreements with Lewiston	
f. Establish Public Hearing – Special Home Occupation Permit – 130 W 2 nd Street – November 6, 2025 at 6:00 p.m.	
g. Establish Public Hearing – Variance Request – 1408 Whitewater Ave – November 6, 2025 at 6:00 p.m.	
6. Payables	APPROVE
7. Notices and Communications (if applicable)	INFORMATION
a. Joint Council/Planning Meeting – Comprehensive Plan – October 29th at 6:00 p.m.	
8. 2026 Street & Utility Project Feasibility Report	DISCUSSION
9. Mike Bubany – Capital Improvement Plan & 2026 Project Forecast	PRESENTATION
10. Professional Services Agreement - WHKS – 2026 Street & Utility Project	APPROVE
11. RCA: Proposal to Adjust Office Hours	APPROVE
12. RCA: SEMMCHRA Park Land Donation	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. Each member of the audience is allotted one three minute block of time to speak.

ADJOURNMENT



MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, October 14, 2025

5. Consent Agenda

- a. September 9, 2025 – City Council Minutes**
- b. September 23, 2025 – City Council Minutes**
- c. Resolution #19-2025 Accepting a Donation from Trinity Lutheran Church –**
Please review the enclosed resolution.
- d. Resolution #20-2025 Accepting a Donation from the Lion's Club -** Please
review the enclosed resolution.
- e. 2026 Ambulance Contract Agreements with Lewiston –** Please review the
enclosed agreements. The only changes to the agreements are names, dates, and
the amount of the contract fee. The 2026 fee increased from \$110,240 to
\$115,200.
- f. Establish Public Hearing – Special Home Occupation Permit – 130 W 2nd**
Street – November 6, 2025 at 6:00 p.m. – The public hearing will be conducted
by the Planning Commission; this is simply a request to establish the public
hearing. A recommendation by the Planning Commission will be provided to the
Council following the hearing.
- g. Establish Public Hearing – Variance Request – 1408 Whitewater Ave –**
November 6, 2025 at 6:00 p.m. - The public hearing will be conducted by the
Planning Commission; this is simply a request to establish the public hearing. A
recommendation by the Planning Commission will be provided to the Council
following the hearing.

7. Notices and Communications: Joint Council/Planning Meeting – Comprehensive
Plan – October 29, at 6:00 p.m. – This is just a reminder; I will send an agenda and
other materials to review at a closer date.

8. 2026 Street & Utility Project Feasibility Report – Daren Sikkink from WHKS will be in
attendance to discuss the 2026 Street & Utility Project Feasibility Report. The council will
discuss the scope of the project after the presentation.

9. Mike Bubany – Capital Improvement Plan & 2025 Project Forecast – Mr. Bubany of David Drown Associates will be in attendance to discuss the 2026 General, Enterprise, and CIP Funds. He will also share the financial impact of the proposed 2026 Street & Utility Project.

10. Professional Services Agreement – WHKS – 2026 Street & Utility Project – Enclosed is the PSA for council review.

11. RCA: Proposal to Adjust Office Hours – Please review the enclosed RCA.

12. RCA: SEMMCHRA Park Land Donation – Please review the enclosed RCA.



City Administrator's Report— September 2025

- Attended Meetings Regarding:
 - Council Meetings
 - EDA Meeting
 - Planning Commission Meeting
 - Chamber of Commerce Meeting
 - 2026 Street & Utility Project Meeting – WHKS
 - Leadership Growth Group – Administrator Meeting
 - Ambulance Meeting with Townships
 - Comprehensive Plan Meeting – HKGI
- Zoning Administration
 - Answering Public Inquiries
 - Developer Inquiries
 - Special Home Occupation Permit Request
 - Zoning Map Amendment Request
 - Variance Request
- Misc.
 - HR Matters
 - 2026 Budget General & Enterprise Funds
 - Updating Capital Improvement Plan
 - Hiring Process – Journeyman Lineworker Position
 - Lead Service Inventory Process – WHKS
 - Whitewater River Restoration Phase 3 Application Submittal

September 2025 Public Works Report:

Street Department

Cut trees, brush, limbs, etc. on streets, right-of-ways, and ponds; dirt and seed the areas that we disturbed; fixing hydrant that broke off up at Love's; digging up two large culverts and repairing where they split apart; concrete work; mowing; sweeping streets; putting tags out for Water Surveys and inspecting houses; taking down flower pots on main street; sun shade taken down behind City Hall; fixing toilets in City Hall; MMUA Training; power washing the pool; putting up and taking down Farm to Table signs; hauled wood spools to fairgrounds and picked up; and fixing water main break.

Water Department

Daily routine of checking wells, towers, pump houses, lift stations; water samples; rereads; finals; meter reading; Lead Service Line Inventory and house inspections; fixing gate valves and water shut offs and curb stops; and hauling compost.

Electric Department

Tree trimming; taking down old house services and putting new wire up; putting new street light poles up; putting new wire in to feed the street light poles; installing new three-phase Junction Boxes that are rusted out; replacing overhead cut outs; daily locates; inventory; placing orders; recording meters; replacing basement and secondary pedestals; repairing basement with patch kits; and handing out disconnect tags.



ST. CHARLES POLICE DEPARTMENT

830 Whitewater Avenue, St. Charles, MN 55972

Main: (507) 932-8020 | www.stcharlesmn.org

October 14, 2025

Police Department

- Chief Pelaez will be featured in KSMQ's (Austin-Rochester PBS) documentary "Home in the Heartland: Immigrant Success n Southern Minnesota". The documentary is scheduled to air on the following dates/times:
 - 10/20/2025 @ 7:00 PM
 - 10/21/2025 @ 2:00 PM
 - 10/26/2025 @ 4:00 PM
 - 10/29/2025 @ 11:00 PM
 - KSMQ will be releasing a web link to watch the documentary later.
- Sgt. Jones attended Firearms Laws and Extreme Risk Protection Order (ERPO) Training (St. Paul, MN).
- Officers performed extra patrols during Homecoming school activities.
- Officer participated in the Touch a Truck event.
- Officer completed POST-mandated firearms qualification training.
- Officers Floerke and Wolters completed Field Training Officer (FTO) certification training (Rochester, MN)

Police Reserves

- Reserve Officers assisted with Homecoming school activities.
- Reserve Officers participated in the Touch a Truck event.

Emergency Management

- Attended Minnesota Emergency Management Region 1 monthly meeting.
- New radio protocols related to the new radio encryption have been set. Radio training on the new changes will be conducted in October for all patrol officers.

Respectfully submitted,

Chief, Jose Pelaez



Incident Summary by Incident Type

Date Range: 9/1/2025 to 9/30/2025

Incident Type	# of Incidents
911 Hang Up	5
Accident	1
Agency Assist	13
Alarm	3
Animal	7
Assist	7
Attempt To Locate	1
Check Welfare	3
Child	6
Community Policing	54
Damage To Property	3
Disturbance	1
Drugs	1
Emotional/behavioral Problem	2
Extra Checks	7
Fire Run	2
Fraud	2
Harassment	2
Hit And Run	1
Illegal Dumping	2
Intoxicated Person	1
Lost	1
Maarc Report	1
Medical	35
Motorist Assist	5
Open Door	2



Incident Summary by Incident Type

Date Range: 9/1/2025 to 9/30/2025

Permit	5
Pursuit	1
Recovered	2
Remove Unwanted	1
Suspicious	13
Tampering With Motor Vehicle	1
Theft	4
Traffic Complaint	6
Traffic Stop	76
Total: 277	



Incident Summary by Incident Type

Date Range: 9/1/2024 to 9/30/2024

Incident Type	# of Incidents
911 Hang Up	3
Accident	4
Agency Assist	11
Alarm	4
Animal	5
Assault	1
Assist	32
Attempt To Locate	3
Check Welfare	5
Child	8
Code Violation	2
Community Policing	43
Damage To Property	2
Disturbance	2
Emergency Management	1
Emotional/behavioral Problem	1
Extra Checks	10
Fire Run	1
Foot Patrol	2
Fraud	2
Harassment	1
Hit And Run	1
Juveniles	1
Medical	30
Motorist Assist	1
Paper Service	2



Incident Summary by Incident Type

Date Range: 9/1/2024 to 9/30/2024

Parking	3
Permit	9
Permit To Acquire	7
Project Lifesaver	1
Pursuit	1
Recovered	3
Remove Unwanted	2
Road Hazard	1
School Bus Violation	1
Suspicious	19
Tampering With Motor Vehicle	1
Theft	5
Threats	3
Traffic Complaint	6
Traffic Stop	46
Trespassing	3
Voucher	1
Total: 290	

LEWISTON AMBULANCE & ST. CHARLES AMBULANCE



October 14, 2025 Council Report

Mayor Schaber & Council
CC: Administrator Langholz

-Attached you will find reports for the month of September. The St. Charles crew responded to 46 calls and made contact with 43 patients. Lewiston handled 2 additional calls in St. Charles for mutual aid as the SC Truck was already on an incident and no staff available for Truck #2. The truck was covered 100% of the month. Truck #2 responded to 1 incident for the month. A total of 1,986 hours of call coverage were provided. Scheduling continues to be difficult for both services. We are working on proposals to bring in additional staff. It was an extremely busy month and we thank the members for all of their time responding to calls!

-Congratulations to member Sara Lewis who completed the RN to EMT course and received her EMT credentials during the month of September. Sara has already started working on the truck as a credentialed member.

-We continue to operate truck 623 (primary) and 621 (2nd unit). No current issues with either truck.

-Training was conducted on 9/10 by SE EMS. Members covered a variety of topics needed for their certification. We are scheduled to have a guest speaker at our October training.

-A new Zoll Cardiac monitor will be purchased using the EMS State aid money received at the end of 2024. This piece of equipment will be a welcomed addition to the crew as our current monitor is over 10 years old. We will keep the current monitor and place in the back-up truck so both units will have the capability to obtain 12 Lead ECG's and automatic vital sign monitoring.

-We have 19 EMT's who will be due to renew their certification in March of 2026. We will be working with them to start that process over the next month and make-up any required training.

-Brian Edwards who was hired to conduct an assessment of both services, started his work in early July. He has met with multiple stakeholders including both City Administrators. He met with the SC crew on 7/15 and the Lewiston crew on 8/12. We held a meeting on 9/29 with the Townships that St. Charles covers. Administrator Langholz was present. Overall attendance at the meeting was poor and we will continue to have discussions. Mr. Edwards will be having a meeting with the Lewiston townships that are covered over the next few weeks. A report with recommendations will be presented towards the end of this year.

-Please feel free to contact me with any questions or concerns. Thank you for your continued support!

Matt Essig
Director
Lewiston Ambulance
St. Charles Ambulance
messig@lewistonmn.gov
ambulance@stcharlesmn.org
507-523-2982

September 2025 Incident Detail
SC Ambulance

Incident Date	Call #	Shift	Unit Disposition	Transport Disposition	Dispatch Complaint	Incident City
Sep-25	SC 25-278	Day Shift	Patient Contact Made	ALS Intercept	Convulsions/Seizure	Township of Elba
Sep-25	SC 25-279	Day Shift	Patient Refused	Patient Refused Transport	Unconscious/Fainting/Near-Fainting	Township of Saint Charles
Sep-25	SC 25-280	Day Shift	Patient Contact Made	Transport by This EMS Unit	Heat/Cold Exposure	City of Saint Charles
Sep-25	SC 25-281	Evening Shift	Patient Contact Made	Transport by This EMS Unit	Altered Mental Status	City of Saint Charles
Sep-25	SC 25-282	Day Shift	Patient Contact Made	Transport by This EMS Unit	Stroke/CVA	City of Saint Charles
Sep-25	SC 25-283	Day Shift	Patient Contact Made	Transport by This EMS Unit	Convulsions/Seizure	City of Saint Charles
Sep-25	SC 25-284	Day Shift	Patient Contact Made	Transport by This EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Sep-25	SC 25-285	Day Shift	Patient Contact Made	Transport by This EMS Unit	Falls	City of Saint Charles
Sep-25	SC 25-286	Weekend Shift	Standby	Standby	Fire Training Standby	Township of Utica
Sep-25	SC 25-287	Weekend Shift	Patient Contact Made	No Transport	Falls	City of Saint Charles
Sep-25	SC 25-288	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Sep-25	SC 25-289	Day Shift	Patient Contact Made	Transport by This EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Sep-25	SC 25-290	Day Shift	Patient Refused	Patient Refused Transport	Falls	City of Saint Charles
Sep-25	SC 25-291	Day Shift	Patient Contact Made	ALS Intercept	Chest Pain (Non-Traumatic)	City of Saint Charles
Sep-25	SC 25-292	Day Shift	Patient Contact Made	Transport by This EMS Unit	Sick Person	City of Saint Charles
Sep-25	SC 25-293	Evening Shift	Patient Contact Made	Transport by This EMS Unit	Traumatic Injury	City of Saint Charles
Sep-25	SC 25-294	Evening Shift	Patient Contact Made	Transport by This EMS Unit	Altered Mental Status	City of Saint Charles
Sep-25	SC 25-295	Evening Shift	Patient Contact Made	Transport by This EMS Unit	Falls	City of Saint Charles
Sep-25	SC 25-296	Day Shift	Patient Contact Made	Transport by This EMS Unit	Traumatic Injury	City of Saint Charles
Sep-25	SC 25-297	Weekend Shift	Standby	Standby	Football Standby	City of Saint Charles
Sep-25	SC 25-298	Weekend Shift	Patient Contact Made	No Transport	Unknown Problem/Person Down	Township of Saint Charles
Sep-25	SC 25-299	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Sick Person	City of Saint Charles
Sep-25	SC 25-300	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Unconscious/Fainting/Near-Fainting	City of Saint Charles
Sep-25	SC 25-301	Weekend Shift	Patient Contact Made	No Transport	Falls	City of Saint Charles
Sep-25	SC 25-302	Weekend Shift	Standby	Standby	Standby	City of Saint Charles
Sep-25	SC 25-303A	Day Shift	Patient Contact Made	No Transport	Falls	City of Saint Charles
Sep-25	SC 25-303B	Day Shift	Patient Contact Made	Transport by This EMS Unit	Falls	City of Saint Charles
Sep-25	SC 25-304	Day Shift	Patient Contact Made	Transport by This EMS Unit	Unknown Problem/Person Down	Township of Saint Charles
Sep-25	SC 25-305	Day Shift	Patient Contact Made	Transport by This EMS Unit	Sick Person	City of Saint Charles
Sep-25	SC 25-306	Weekend Shift	Standby	Standby	Football Standby	City of Saint Charles
Sep-25	SC 25-307	Weekend Shift	Patient Contact Made	ALS Intercept	Sick Person	City of Saint Charles
Sep-25	SC 25-308	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Sick Person	City of Saint Charles
Sep-25	SC 25-309	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Chest Pain (Non-Traumatic)	City of Saint Charles
Sep-25	SC 25-310	Day Shift	Patient Contact Made	Transport by This EMS Unit	Vomiting	City of Saint Charles
Sep-25	SC 25-311	Evening Shift	Patient Contact Made	Transport by This EMS Unit	Convulsions/Seizure	City of Saint Charles
Sep-25	SC 25-312	Evening Shift	Patient Contact Made	No Transport	Falls	City of Saint Charles
Sep-25	SC 25-313	Evening Shift	Patient Refused	Patient Refused Transport	Sick Person	City of Saint Charles
Sep-25	SC 25-314	Day Shift	Patient Contact Made	Transport by This EMS Unit	Falls	City of Saint Charles
Sep-25	SC 25-315	Day Shift	Patient Contact Made	Transport by This EMS Unit	Convulsions/Seizure	City of Saint Charles
Sep-25	SC 25-316	Day Shift	Patient Contact Made	No Transport	Falls	City of Saint Charles
Sep-25	SC 25-317	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Sep-25	SC 25-318	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Falls	City of Saint Charles
Sep-25	SC 25-319	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Breathing Problem	City of Saint Charles
Sep-25	SC 25-320	Evening Shift	Patient Refused	Patient Refused	Falls	City of Saint Charles
Sep-25	SC 25-321	Weekend Shift	Patient Refused	Patient Refused Transport	Falls	City of Saint Charles
Sep-25	SC 25-322	Day Shift	Patient Contact Made	Transport by This EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Sep-25	SC 25-323	Weekend Shift	Patient Contact Made	Transport by This EMS Unit	Stroke/CVA	Township of Saint Charles

TOTAL INCIDENTS= 46

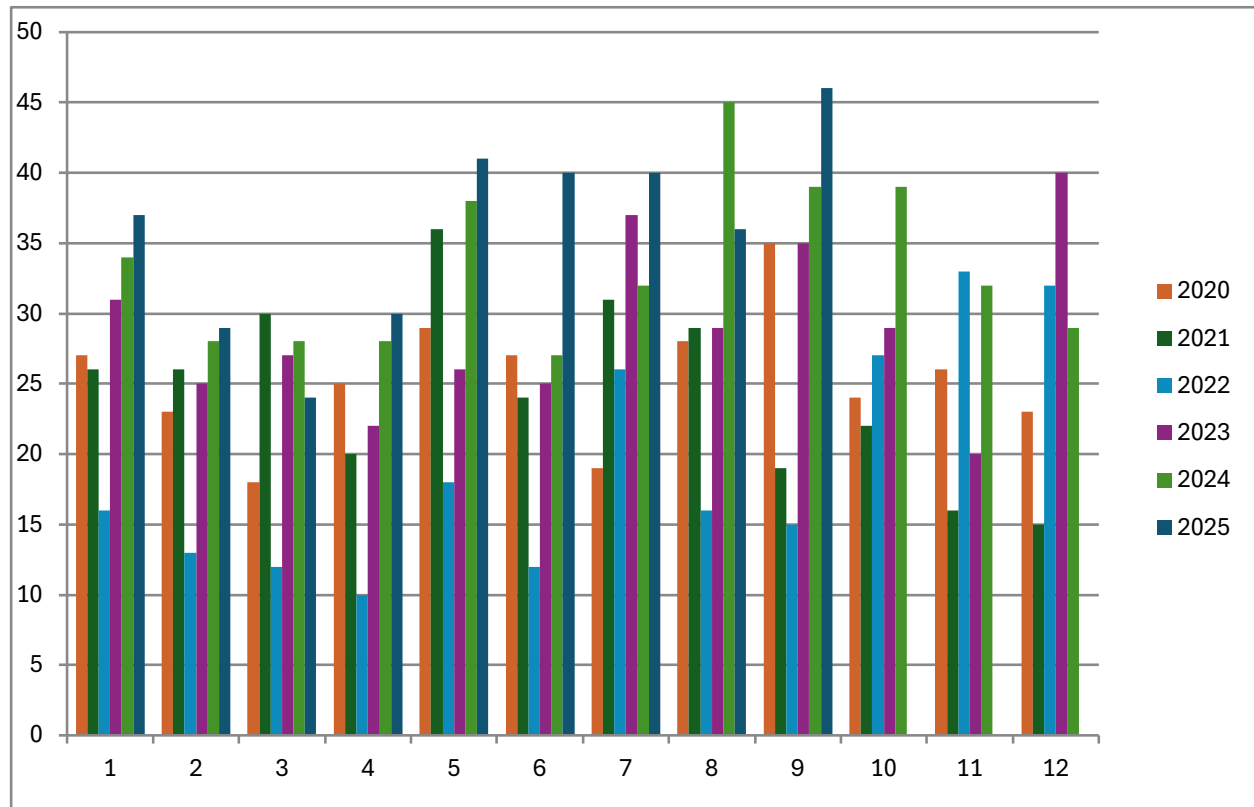
PATIENT CONTACTS= 43

St. Charles Ambulance Report

01/01/2025-09/30/25

	2020	2021	2022	2023	2024	2025	Month Avg	Patients
January	27	26	16	31	34	37	28.50	34
February	23	26	13	25	28	29	24.00	31
March	18	30	12	27	28	24	23.17	22
April	25	20	10	22	28	30	22.50	24
May	29	36	18	26	38	41	31.33	41
June	27	24	12	25	27	40	25.83	38
July	19	31	26	37	32	40	30.83	38
August	28	29	16	29	45	36	30.50	35
September	35	19	15	35	39	46	31.50	43
October	24	22	27	29	39		28.20	
November	26	16	33	20	32		25.40	
December	23	15	32	40	29		27.80	
Total Runs	304	294	230	346	399	323		306
Mid Year (June 30th)	149	162	81	156	183	201		
Monthly Avg	25.3	24.5	19.2	28.8	33.3	35.9		

AMBULANCE RUNS BY MONTH



St. Charles Ambulance Report

01/01/2025-09/30/25

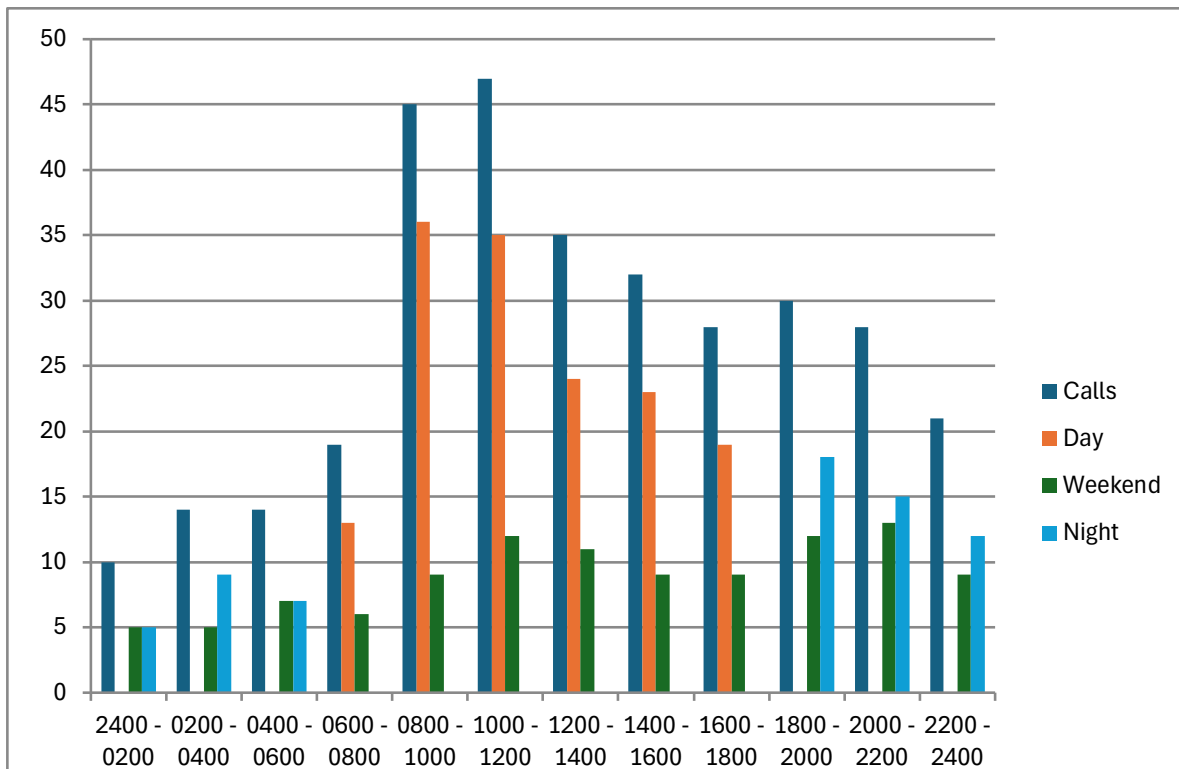
Times	Calls	Day	Weekend	Night	Patients
2400 - 0200	10		5	5	10
0200 - 0400	14		5	9	13
0400 - 0600	14		7	7	15
0600 - 0800	19	13	6		17
0800 - 1000	45	36	9		45
1000 - 1200	47	35	12		46
1200 - 1400	35	24	11		33
1400 - 1600	32	23	9		29
1600 - 1800	28	19	9		24
1800 - 2000	30		12	18	27
2000 - 2200	28		13	15	27
2200 - 2400	21		9	12	20
	323	150	107	66	306

47% of Calls During Day

33% of Calls During Weekend

20% of Calls During Night

CALLS BY TIME



September 2025

Call Hour Report

Member	Weekday	Weekend	Total	
Fruth, Dave	79	196	275	
Majerus, Gary	141	60	201	
Smith, Jacob	141	0	141	FT Employee
Carlson, Aaron	68	45	113	
Schossow, Scott	108	3	111	
Anderson McElligott, Gavin	39	70	109	
Cage, Todd	35	70	105	
Field, Juliana	73	23	96	
Russell, Rachel	30	46	76	PT Employee
Loftus, Kenny	48	24	72	
Graham, Mark	62	4	66	
Schott, Carrie	52	0	52	
Bailey, Nikki	43	8	51	
MacPartland, Valerie	47	0	47	
Johnson, Polly	18	28	46	
Murphy, Madeline	0	42	42	
Mockenhaupt, Jerel	40	0	40	
Dailey, Paige	36	0	36	
Hutsell, Jared	0	36	36	
Peshon, Triton	12	24	36	
Brown, Cindy	6	24	30	
Neumann, Blake	30	0	30	
Kronebusch, Isaiah	29	0	29	
Ferden, Sarah	26	0	26	
Fohrman, Austin	24	0	24	
Hernandez, Maria	24	0	24	
Pelaez, Cassara	18	6	24	
Conklin, Sean	22	0	22	
Kramer, Katherine	10	6	16	PT Employee
Guenther, James	10	0	10	
Boice, Nathan	0	0	0	
Brindamour, Isaiah	0	0	0	
Jonsgaard, Nickole	0	0	0	
TOTALS	1271	715	1986	

RIDE ALONG CANDIDATES/NEW RECRUITS			
Member	Weekday	Weekend	Total
Lewis, Sara	45	0	45
Carlson, Bria	25	0	25
TOTALS	45	0	45

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, September 9, 2025, held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Mayor John Schaber
Dave Braun
Terri Heim
Jake Braun

MEMBERS ABSENT:

David Kramer

STAFF PRESENT: Andrew Langholz (City Administrator)

OTHERS IN ATTENDANCE: Scott Schossow, Katima Said, and Katie Van Eijl.

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was present 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: **Dave Braun**

No further discussion.

Motion declared carried.

4. Reports of Boards and Committees. The Council reviewed reports from the City Administrator, Public Works, Police, Library, Planning & Zoning, EDA, and School Board.

5. Consent Agenda:

a. August 12, 2025 – City Council Minutes

b. August 26, 2025 – City Council Minutes

c. Resolution #15-2025 Special Home Occupation Permit

Motion to approve: **Jake Braun**

No further discussion.

Motion declared carried.

6. Review of Payables.

Motion to approve: **Terri Heim**

No further discussion.

Motion declared carried.

7. Notices and Communications.

8. 2025 Welcoming Week Proclamation

Mayor Schaber made a proclamation in support of Welcoming Week. The Executive Director of Project FINE, Fatima Said, thanked the council for their continued support and invited them to multiple events.

Motion to approve the proclamation: **Jake Braun**

No further discussion.

Motion declared carried.

9. Resolution #16-2025 Zoning Map Amendment – 943 Wabasha Ave

A memo was provided to the council outlining the procedures for processing the permit. After proper notice was given, a public hearing was held on 9/4/25 at 6:00 pm. the Planning Commission made a recommendation to the City Council to deny the request based on a finding of fact. Administrator Langholz recommended that the Council remove one of the findings, as the State of Minnesota and the Office of Cannabis Management should enforce it.

Motion to approve Resolution #16-2025 which denies the zoning map amendment request based on the updated findings found in the resolution: **Dave Braun**

No further discussion.

Motion declared carried by unanimous decision.

10. 2026 Governmental Budgets

Administrator Langholz reviewed the memo provided to council. He stated that the projected levy necessary to create a balanced budget is 5.54%. However, as is customary, he recommends that the preliminary levy be set higher, to provide for flexibility should council priorities or funding sources change prior to setting the final levy in December. The final levy may be equal to or less than preliminary levy, it cannot be increased.

11. WHKS – Professional Services Agreement – West 7th Street Bridge

Administrator Langholz stated the bridge identified in the agreement is along West 7th Street and connects to the Winona County Fairgrounds. The city will work with Winona County to apply for funding from the State's Local Bridge Replacement Program, where the city's portion of the project would be capped at \$20,000 if approved.

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

Unscheduled Public Appearances: None.

Motion to adjourn: **Dave Braun**

No further discussion.

Motion carried.

John Schaber, Mayor

ATTEST

Andrew Langholz, City Administrator

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, September 23, 2025, held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Mayor John Schaber
Jake Braun
Terri Heim
David Kramer
Dave Braun

MEMBERS ABSENT:

STAFF PRESENT: Andrew Langholz (City Administrator) and Jose Pelaez (Police Chief).

OTHERS IN ATTENDANCE: Katrina Hurley, Bill Spitzer, and Aaron Johnson.

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was present 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: **Dave Braun**
No further discussion.
Motion declared carried.

4. Notices and Communications.

5. Review of Financials.

Motion to approve: **Terri Heim**
No further discussion.
Motion declared carried.

6. Southern Minnesota Initiative Foundation – Aaron Johnson

Aaron Johnson from SMIF provided the council with information regarding the variety of services offered by the agency. A few of the areas include an early childhood literacy grant, entrepreneur mentoring and multiple programs related to community vitality. He request that the council continue to support SMIF with a monetary donation in 2026. The council thanked Mr. Johnson for his efforts.

7. Rolling Hills Transit – Bill Spitzer

Bill Spitzer representing SEMCAC Transportation and Rolling Hills Transit provided an annual review of services offered in St. Charles and the surrounding area. He shared that the cost of buses has increased greatly over the last three years and that Rolling Hills will be transitioning their fleet to a combination of buses and passenger vans in the coming years. He requested that the council consider implementing an annual local match of \$5,700. Administrator Langholz stated that St. Charles has previously paid a lump sum once every five years. The last payment occurred in 2024 for \$36,000. The council thanked Mr. Spitzer for his time.

8. RCA: Chief Pelaez's FBI-National Academy Attendance

Police Chief Jose Pelaez presented to the council the opportunity to attend the FBI-National Academy. He shared that he applied several years ago with a recommendation from the Mayor and the former St. Paul Police Chief, and that even though he applied, he needed to be selected to attend. He was selected to attend for the 2025 session but was unable to accommodate this request, so he is requesting approval to attend the 2026 session, which begins in September and lasts 10 weeks. Councilmember Jake Braun asked how his attendance would benefit the community. Chief Pelaez stated that aside from his own professional development, he will also be able to share his leadership skills with the department and the community.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

9. Resolution #17-2025 – EDA Levy for 2026

Motion to approve: **Dave Braun**

No further discussion.

Motion declared carried.

10. Resolution #18-2025 – Preliminary Levy for Taes Collectible in 2026

Administrator Langholz stated that the recommended preliminary levy is for a 9.5% increase, though the actual budget would only necessitate a 5.54% increase currently. He shared that the council typically set a higher amount for flexibility and that the final levy can remain the same or be lowered, it cannot increase. Mr. Langholz also said that Mike Bubany of David Drown & Associates will attend the October 14th meeting to discuss the 2026 Utility & Street Project and discuss levy and rate projections.

Motion to approve: **Jake Braun**

No further discussion.

Motion declared carried.

11. Reschedule Council Meeting From November 11th to November 12th Due To Veteran's Day

Motion to approve: **Terri Heim**

No further discussion.

Motion declared carried.

12. RCA: Review Code 70.10 – Snow Removal - Parking

Councilmember Jake Braun stated that he was approached by members of the Police Department regarding current parking practices during snow removal. He asked for staff input regarding a potential change to alternate day parking. Upon reviewing the memo provided by Administrator Langholz, Mr. Braun said the justification made sense and he didn't feel the need to pursue a change in the existing ordinance.

Unscheduled Public Appearances: None.

Motion to adjourn: **Dave Braun**

No further discussion.

Motion carried.

John Schaber, Mayor

ATTEST

Andrew Langholz, City Administrator

**City of St. Charles
Resolution #19-2025**

**RESOLUTION ACKNOWLEDGING DONATIONS TO THE ST. CHARLES AMBULANCE,
FIRE, AND POLICE DEPARTMENTS FROM TRINITY LUTHERAN CHURCH**

WHEREAS, the City of St. Charles is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statute 465.03 for the benefit of its citizens; and

WHEREAS, the St. Charles Ambulance, Fire, and Police Departments have each received a donation in the amount of \$1,000.00 (\$3,000 total) from Trinity Lutheran Church.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: the City Council of the City of St. Charles acknowledges and accepts the \$3,000.00 donation from Trinity Lutheran Church.

BE IT FURTHER RESOLVED THAT: the City Council of the City of St. Charles expresses its thanks and appreciation for the donation.

Adopted this 14th day of October, 2025 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

City of St. Charles
Resolution #20-2025

**RESOLUTION ACKNOWLEDGING A DONATION TO THE ST. CHARLES LIBRARY FROM
THE ST. CHARLES LIONS CLUB**

WHEREAS, the City of St. Charles is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statute 465.03 for the benefit of its citizens; and

WHEREAS, the St. Charles Library has received a donation in the amount of \$908.00 from the St. Charles Lions Club to be used by the St. Charles Library Department for programming.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: the City Council of the City of St. Charles acknowledges and accepts the \$908.00 donation from the St. Charles Lions Club.

BE IT FURTHER RESOLVED THAT: the City Council of the City of St. Charles expresses its thanks and appreciation for the donation.

Adopted this 14th day of October, 2025 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

**EQUIPMENT LOAN AGREEMENT
BETWEEN THE CITY OF ST. CHARLES AND THE CITY OF LEWISTON**

This agreement ("Agreement") is made and entered into by and between the City of St. Charles, Minnesota (the "Lender") and the City of Lewiston, Minnesota (the "Borrower").

1. Loaned Equipment. In exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Lender agrees to loan the equipment identified in Attachment A (the "Equipment") to the Borrower.
2. Fees. No fee shall be paid by the Borrower for the use of the Equipment.
3. Term. The Borrower shall be entitled to use the Equipment until the Lender recalls the Equipment or the Borrower returns the Equipment, whichever date is the earliest. The Lender may recall the Equipment at any time. The Lender and any officer, employee, or agent of the Lender may not be held liable for recalling the Equipment.
4. Return of Equipment. The Borrower is responsible for examining the Equipment prior to receiving it from the Lender and must return the Equipment in the same condition in which it was received, except for normal wear and tear. Any Equipment using fuel or other fluids must be returned with the same level of fuel that the Equipment had when loaned to the Borrower. Any disposable supplies used out of the vehicle must also be replaced.
5. Routine Maintenance. The Borrower is responsible for coordinating routine maintenance required to operate the Equipment while in the Borrower's possession. Routine maintenance includes, but is not limited to: lubricants, fluids, repair of a flat tire, and other items that are typically incidental to the use of the Equipment.
6. Trained Personnel. The Borrower agrees that only trained personnel shall be allowed to operate the Equipment. The Borrower will ensure that all City of Lewiston personnel operating vehicles are properly trained when the equipment is received.
7. Transportation. Personnel from the St. Charles Ambulance & Lewiston Ambulance will work together to move the vehicle from City to City depending on staffing needs. The City of Lewiston ambulance director will decide when the Ambulance should be placed at the St. Charles or Lewiston facility.
8. Storage. Borrower shall store the Equipment in a safe place while in the Borrower's possession. The vehicle will be stored inside the St. Charles Public Safety Building or the Lewiston Fire Station.
9. Insurance. The Borrower agrees to maintain the appropriate automobile, property, and liability coverages with the League of Minnesota Cities Insurance Trust under standard LMCIT liability coverage forms. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. The Borrower shall add the Lender as an "additional insured" to the

Borrower's liability coverage for purposes of this Agreement, a certificate of said insurance shall be provided to St. Charles. The Borrower's coverage shall be primary and non-contributory to any other coverage available to the Lender.

Lender, as owner of Ambulance 621 and Ambulance 623, agrees to maintain the appropriate automobile coverage with the League of Minnesota Cities Insurance Trust under standard LMCIT liability coverage forms for Ambulance 621 and Ambulance 623, as identified in Attachment A, and will be responsible for the payment of all premiums for such coverage. The Lender shall add the Borrower as an "additional insured" to the Lender's liability coverage for purposes of this Agreement.

10. Workers' Compensation. The Borrower shall be responsible for injuries to or death of its own personnel while using the Equipment. The Borrower will maintain workers' compensation insurance covering its own personnel while they are using the Equipment. The Borrower waives the right to sue the Lender for any workers' compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of the Lender or its officers, employees, volunteers, or agents.
11. Damage to Equipment. The Borrower shall only be responsible for damage to or loss of the Equipment caused by grossly negligent actions of the Borrower or Borrower's agents while the Equipment is in the Borrower's possession.
12. Indemnification. To the fullest extent permitted by law, the Borrower agrees to defend, indemnify, and hold the Lender harmless against any claims brought or actions filed against the Lender or any officer, employee, or agent of the Lender for injury to, death of, or damage to the property of any third person or persons, arising from the Borrower's negligent use of the Equipment or the Borrower's failure to perform its obligations under this Agreement.
13. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Borrower and Lender and contains the entire agreement.
14. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both the Borrower and the Lender.
15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
16. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
17. Captions. Captions or headings contained in this Agreement are included for convenience only and form no part of the agreement between the Borrower and the Lender.

18. Waivers. The waiver by either the Borrower or the Lender of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
20. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
21. Effective Date. This Agreement is effective as of January 1, 2026.

IN WITNESS WHEREOF, the Borrower and Lender, by the action of their respective governing bodies, caused this Agreement to be approved.

CITY OF ST. CHARLES, MINNESOTA

CITY OF LEWISTON, MINNESOTA

Dated: _____

Dated: _____

BY: _____
Its Mayor

BY: _____
Its Mayor

AND: _____
Its Administrator

AND: _____
Its Administrator

ATTACHMENT A

Equipment

Equipment Name	Model #	Serial Number	Amount	Location
Vehicles				
Ambulance 621	2006 Ford E-450	1FDXE45P76HA72980	1	SC STATION
Ambulance 623	2022 Ford E-450	1FDXE4FN5PDD35926	1	SC STATION
Capital				
Stryker Stretcher (Powered)	6500 Power Pro XT	#070839963	1	
Stryker Stretcher (Powered)	6500 Power Pro XT	111141084	1	
Stryker Stretcher (Non-Powered)	Model 6000	123915	1	
Stretcher Battery Smart Charger			1	
Stretcher Battery Regular Charger			1	
Stretcher Batteries 2022			2	
Stretcher Batteries 2019			1	
Zoll X Series Monitor		AR14J010101		
Rechargeable Battery		AJ21HAS6217	1	
Rechargeable Battery		AJ14IAS1335	1	
Battery Charger (External)		AT14H001985	1	
Lucas Device (manufactured 12/28/16)		3516 1371	1	
Batteries (manufactured 2016)			2	
Stair Chair Stryker	Stair Pro	110740475	1	
Casmed Vital Machines			2	
Generic cot batteries			4	
Apple iPad			2	
Cardiovascular				
Automatic External Defibrillator (AED)				
Phillips FR2 Heart start				
Adult Pads DP				
Adult SmartPads2				
Pediatric Pads				
Pediatric Key				
Replacement Battery				

PREMISES LICENSE
ST. CHARLES EMS STATION

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2026, by and between the City of St. Charles, a municipal corporation under the laws of the State of Minnesota (the “City” or “Licensor”); and the City of Lewiston, a municipal corporation under the laws of the State of Minnesota (“Licensee”); (collectively the Licensor and Licensee are referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the City owns real property located at 613 Church Ave, Saint Charles, MN 55972, legally described as Sect-19 Twp-106 Range-10 ORIGINAL PLAT Lot 2, Lot 3, and Lot 6 (the “City Property”); and

WHEREAS, the City owns and operates the Public Safety Building, which is located on the City Property and the City is responsible for all use of and financial obligations associated with the City Property and Public Safety Building located thereon; and

WHEREAS, part of the Public Safety Building is constructed and equipped to operate as an Emergency Medical Services Station (“EMS Station”) and has been used to provide ambulance services to EMSRB Primary Service Area #214 (“PSA #214”) ; and

WHEREAS, Licensee is providing ambulance services to PSA #214 on behalf of the Licensor, according to the terms of the Ambulances Services Agreement between the Parties, dated January 1, 2026, including the Licensee’s use of the EMS Station for purposes of an ambulance services substation; and

WHEREAS, the City is willing to permit the use described above subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. **Grant of License and Description of Licensed Premises.** The Licensor hereby grants to Licensee a non-exclusive, terminable license to use the EMS Station located on the City Property, as described below, for the benefit of and for purposes of providing ambulance services to PSA #214 during the term of this Agreement, in conformance with City rules and regulations and applicable law and City ordinances, as the same may be amended from time to time.

The Licensed Premises for the above-licensed purposes located on the City Property, includes the parking lot located at 613 Church Ave, Saint Charles, MN 55972, as described above (the “Licensed Premises”).

2. **License Fee.** Licensee shall pay to the City, as and for the use of the Licensed Premises,

a license fee of **\$100.00 (one-hundred dollars)**. The License Fee shall be paid by Licensee to the City commensurate with the execution hereof.

3. **Maintenance.** Licensors shall be responsible for providing maintenance and general premises insurance for the Licensed Premises during the term of this Agreement. All maintenance provided shall be at the sole cost of the Licensors.
4. **License Terms.** This Agreement shall commence on the date first noted above and continue until December 31, 2026.

Notwithstanding the foregoing, this Agreement may be terminated; 1) by mutual agreement of the Parties at any time; or 2) as otherwise provided for in this Agreement. Notice of termination shall be given in writing at least 30 days in advance of the effective date of such termination.

5. **Condition of Licensed Premises Not Warranted.** Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an “as is” condition. The Licensors does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensors shall have no responsibility with regard to any failure of or damages related to Licensee’s use of the Licensed Premises. Licensee understands and acknowledges that this License grants it only a nonexclusive, terminable license to use and maintain the Licensed Premises only for the purposes stated herein, and does not confer any permanent property rights with respect to the Licensed Premises or the City Property.
6. **Maintenance and Other Conditions.** The Licensors’s grant of a nonexclusive, terminable license, in addition to the other terms contained herein, is subject to the following conditions:
 - a. Licensee shall make no alterations to the Licensed Premises or the City Property.
 - b. Licensee shall take all necessary precautions to protect and preserve the City Property and the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this Agreement.
 - c. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions within the Licensed Premises.
 - d. Licensee shall be responsible for the costs associated with any damage to the City Property or the Licensed Premises, which is caused by Licensee as a result of its use of or operations within the Licensed Premises or on the City Property. Licensee shall pay such costs within thirty (30) days of Licensee’s receipt of a billing statement for such charges from the City.
 - e. Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or City Property. In the event of such occurrence, Licensors may immediately terminate this Agreement, unless such waste, destruction or damage is repaired to

Licensor's satisfaction by Licensee, at Licensee's cost, within the 30 day notice period.

- f. Licensee shall maintain access for City staff at all times during the term of the License.

7. Use of Licensed Premises.

- a. Licensee shall use the Licensed Premises only for the purposes of providing ambulance services.
- b. Subject to the other terms and provisions contained herein, Licensee shall be permitted to use the Licensed Premises only for the specific purposes herein stated; provided, however, that during the License Term, Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual.

- 8. Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Licensee hereby irrevocably waives any and all claims against the Licensor or any of their officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Licensee or any person using the Licensed Premises pursuant to the use authorized by this Agreement and hereby irrevocably releases and discharges the Licensor and any of their officials, employees or agents from any and all such claims of liability related in any way to the Licensed Premises, the City Property, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises, by Licensee, Licensor, or any other third party during the times and for the use authorized by Licensee by this Agreement.

- 9. Licensor Right of Entry.** The Licensor, their employees, and their agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises, or any maintenance, repair or other work conducted within the Licensed Premises by the Licensor for utility purposes or otherwise deemed necessary or appropriate by Licensor. Nothing in this Agreement shall be interpreted as requiring the Licensor to perform any such acts independent of the requirements of the other provisions of this Agreement. The Licensor may order the immediate cessation of any Licensee improvements, uses, project or work within the Licensed Premises or on City Property that exceeds the scope of this Agreement or otherwise poses a threat to the life, health, safety or welfare of the public. The Licensor may order Licensee to correct any use or work to comply with applicable standards, conditions, laws ordinances or this Agreement within the Licensed Premises.

Licensor authorized or permitted private utility companies, shall have the right to enter the Licensed Premises to conduct any installation, construction, maintenance, repair or

other work deemed necessary or appropriate for utility purposes.

10. **Assignment or Transfer.** Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor.
11. **Indemnification.** Licensee shall defend, indemnify and hold the City harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the condition, maintenance or use of the Licensed Premises, including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Licensed Premises, or due directly or indirectly to this Agreement, or the condition, maintenance or use of the Licensed Premises by Licensee, Licensee's employees, members, board, officers, agents, volunteers, clients, patrons, contractors and invitees. The indemnification provision of this Paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
12. **Default.** If Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or timely cured by Licensee as provided in the notice from the Licensor, the Licensor may, upon written notice, terminate this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.
13. **Effective Date.** The effective date of this Agreement shall be as written above.
14. **Holding Over.** If Licensee without the consent of Licensor retains possession of the Licensed Premises or any part thereof after termination of the License Term, then Licensor can elect to recover possession of the Licensed Premises by pursuing its rights under this License or at law. In such event Licensor shall further be able to recover in damages for the period Licensee holds over an amount equal to one hundred fifty percent (150%) of the License Fee which Licensee was obligated to pay for the License Term computed on a daily basis until Licensor receives possession of the Licensed Premises and in addition thereto, Licensee shall pay Licensor all direct damages sustained by reason of Licensee's retention of possession. Alternatively, Licensor can elect to grant Licensee a new license, the terms of which are to be determined at that time.

Licensor shall exercise its election of one of the above described alternatives by delivering a written notice thereof to Licensee within thirty (30) days after the first day of Licensee's retention of possession beyond the License Term.

15. General Terms.

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the

contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

- b. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. **Attorneys' Fees.** If any action at law or in equity shall be brought by Licensor on account of any breach/default of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises or to recover costs, expenses or payments to which the Licensor are entitled under this Agreement, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
- d. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.
- e. **Notices.** The Parties' representatives for notification for all purposes are:

Lewiston:	City of Lewiston 75 Rice St., P.O. Box 129 Lewiston, MN 55920 Attention: Mayor Beth Carlson Or emailed: bcarlson@lewistonmn.gov
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St. Charles	City of St. Charles 830 Whitewater Avenue, St. Charles, MN 55972 Attention: Andrew Langholz Or emailed: ALangholz@stcharlesmn.org
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All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or e-mailed with a send receipt.

- f. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained

in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Licensee and Licensor.

- g. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Parties and consents hereto.
- h. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the Licensor, 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 Licensee and involve transactions relating to this Agreement. Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- i. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to Licensee or Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- j. **Compliance with Laws.** Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- k. **Governing Law.** This Agreement 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 this Agreement without regard to its choice of law or conflict of laws principles.
- l. **Data Practices.** The Parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- m. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- n. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- o. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- p. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- q. **Survivability.** All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of five years from the effective date thereof.
- r. **Exhibits.** The exhibits attached to this Agreement are considered an integral part of it as if fully set forth within it.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

LICENSOR
CITY OF ST. CHARLES

By: _____
John Schaber, Mayor

Date: _____

By: _____
Andrew Langholz, City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by John Schaber and Andrew Langholz, the Mayor and City Administrator of St. Charles, a Minnesota municipal corporation.

Notary Public

**LICENSEE
CITY OF LEWISTON**

By: _____
Beth Carlson, Mayor

Date: _____

By: _____
Ragini Varma, City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Beth Carlson and _____, the Mayor and City Administrator of Lewiston, a Minnesota municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FLAHERTY & HOOD, P.A.
St. Charles City Attorney
525 Park Street, Suite 470
St. Paul, MN 55103-2122
Telephone: (651) 225-8840

AMBULANCE SERVICES AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE CITY OF LEWISTON

This Ambulance Services Agreement (the “Agreement”) is made this 1st day of January, 2026, by and between the City of St. Charles (hereinafter referred to as “St. Charles”) and the City of Lewiston (hereinafter referred to as “Lewiston”) for the utilization of Lewiston employees to provide services to St. Charles within the boundaries of St. Charles and within the boundaries of Primary Service Area #0214; (collectively Lewiston and St. Charles are referred to herein as the “parties”).

WHEREAS, St. Charles is authorized and empowered to provide for ambulance services to ensure the public health, welfare, and safety; and

WHEREAS, Lewiston maintains qualified staffing and personnel for the provision of these same services within its own municipal boundaries; and

WHEREAS, by this Agreement, St. Charles can continue to offer such services; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, it is the desire of the parties and the purpose of this Agreement that the aforesaid ambulance services required by St. Charles be performed by qualified personnel of Lewiston on behalf of St. Charles within the jurisdictional limits of the Primary Service Area #0214, as described in Attachment A, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. Term. The term of this Agreement (the “term”) shall commence effective January 1, 2026, and end on December 31, 2026, unless terminated as provided in paragraphs 7 and 8 below.
2. Scope of Services. For the term of this Agreement, Lewiston, through the use of its personnel and/or agents, shall provide St. Charles with the following services (the “Services”), in and on behalf of St. Charles:
 - a. Ambulance Services. St. Charles Ambulance Service, operated by the Lewiston Volunteer Ambulance, is designated by the Minnesota Emergency Medical Services Regulatory Board (“EMSRB”) as the provider of Basic Life Support level ambulance services to Primary Service Area #0214 (the “Service Area”), as described in Attachment A. It is the intent of the parties that Lewiston performs all of the duties normally performed by a Basic Life Support level ambulance service to the Service Area. As St. Charles’s ambulance service, Lewiston shall be responsible for the following, among others:
 - i. Lewiston shall maintain at least Basic Life Support licensure with the EMSRB for all units to be used in the Service Area.
 - ii. Lewiston shall provide operation management, supervision, medical supervision, and all other supervisory functions necessary for the operation of the Services,

Commented [BF1]: Should this read similar to: within the boundaries of PSA 0214.

Commented [AH2R1]: Changed.

Commented [BF3]: Clarified with Alissa on 1/20/23. This does not mean St. Charles is authorized to run an ambulance pursuant to EMSRB.

Commented [AH4R3]: Resolved

Commented [BF5]: This should note the Lewiston Primary Service Area #0214. Essig is working on clarification of the PSA description for attachment A.

Commented [AH6R5]: Changed.

Commented [BF7]: St. Charles is no longer designated by EMSRB. Should consider changes to reflect Lewiston as holder of license of the PSA. Should indicate that we are acting as St. Charles Ambulance Service remain?

Commented [AH8R7]: Currently, EMSRB STILL lists Service Area 214 as “St. Charles Ambulance Service, St. Charles.” If the provided language does not make sense, please provide documentation of exactly what the EMSRB license says.
(<https://minnesota.maps.arcgis.com/apps/instant/media/index.html?appid=f524032389f746939d8dc65c5decfe da>)

including, but not limited to the continued employment of a full-time Ambulance Director.

Commented [BF9]: Not a new but the existing director.

Commented [AH10R9]: Addressed.

- iii. Lewiston shall provide adequate ambulance personnel necessary to maintain a base of operations and the Services within the Service Area at a level consistent with EMSRB requirements.
- iv. Lewiston shall procure uniforms for all ambulance personnel. St. Charles shall be responsible for the cost of such uniforms pursuant to section 6.c. of this Agreement.
- v. Lewiston shall maintain all equipment, supplies, licenses, and memberships necessary for the provision of the Services, including, but not limited to the following:
 - 1. Provide consortium membership costs.
 - 2. Procure fuel for St. Charles-based ambulances at St. Charles's expense.
 - 3. Software for scheduling and coordinating response, which will be cost-shared.
 - 4. Communication Equipment for the St. Charles substation, which will be provided by St. Charles.
 - 5. Oxygen.
 - 6. Disposable Supplies.
- vi. Lewiston shall keep complete and accurate records of costs associated with the Contract generally accepted municipal accounting practices.
- vii. Lewiston shall maintain information regarding actual costs incurred in the performance of this Contract, including, but not limited to: labor, disposable supplies, equipment maintenance, equipment repair, equipment replacement, fuel, insurance, administrative costs, and any other costs associated with this Contract, as requested by St. Charles.

Commented [BF11]: see also item 3e.

Commented [BF12]: Define communication equipment needs and who will pay.

Commented [AH13R12]: Done.

3. St. Charles Responsibilities in Providing Services. St. Charles shall be responsible for the following:

- a. St. Charles shall provide Lewiston with a current list of all equipment, disposable supplies, and other capital assets.
- b. St. Charles shall cooperate with Lewiston in all ways necessary to maintain licensure through EMSRB.
- c. St. Charles shall provide Lewiston with records of all licenses possessed by St. Charles ambulance staff prior to October 1, 2022.
- d. St. Charles shall license Lewiston to occupy and use the ambulance bays, in accordance with the Premises License, attached hereto and incorporated herein by reference as Attachment B.

Commented [BF14]: Does this need expansion?

Commented [AH15R14]: Resolved.

Commented [BF16]: Prior to 10/01/2022

Commented [AH17R16]: resolved.

Commented [BF18]: Is "license" the preferred term for this?

Commented [AH19R18]: Yes. Premises license.

e. St. Charles shall be responsible for fuel costs for St. Charles-based ambulances 621 and 623.

f. St. Charles shall maintain and make available to Lewiston related capital assets, as contemplated in the Equipment Loan Agreement, dated January 1, 2026, attached hereto and incorporated herein by reference as Attachment C.

4. Standard of Performance. Services provided by Lewiston or its subcontractors and/or sub-consultants under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of such profession. Lewiston shall put forth reasonable efforts to complete its duties in a timely manner. Lewiston shall not be responsible for delays caused by factors beyond its control, or that could not be reasonably foreseen at the time of execution of this Agreement. Lewiston shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

5. Communication Process. Lewiston and St. Charles will establish a regular communication process between the City Administrators and/or their designees to communicate on issues and discuss timing for Lewiston to provide and complete services.

6. Compensation for Services. Subject to the limitations set forth in this Agreement, St. Charles will compensate Lewiston in accordance with the schedule of fees below for the time spent in performance of services under this Agreement. Lewiston shall assume the expense of performing the services specified in this Agreement and shall be compensated for the same by St. Charles as provided herein. There shall be no compensation for the services other than as specified in this Agreement.

- a. St. Charles shall pay Lewiston **\$9600** per month for general labor and employment costs Lewiston shall incur as a result of this Agreement.
- b. St. Charles shall be responsible for the initial cost of uniforms. These costs will be billed to St. Charles directly by the vendor. If the vendor fails to bill the costs directly, St. Charles shall reimburse Lewiston for the initial cost of uniforms within thirty (30) days of receiving an invoice for the cost of uniforms from Lewiston.
- c. St. Charles shall be responsible for fuel costs for St. Charles-based ambulances 621 and 623 pursuant to section 3.e. of this Agreement.
- d. St. Charles will make periodic payment to Lewiston at intervals not more often than monthly at the rates specified above for services rendered in the prior month by Lewiston, provided that services have been performed to the satisfaction of the St. Charles City Administrator. Such payments will be made only after Lewiston provides St. Charles with a monthly summary of all services performed under this Agreement. Payment by St. Charles may be withheld for services found by the St. Charles City Administrator to be unsatisfactory or in violation of federal, state, and local laws, ordinances, rules or regulations. If St. Charles fails to make any payment due Lewiston for services performed to the satisfaction of the St. Charles City Administrator and expenses within thirty (30) days after the date of Lewiston's invoice, Lewiston may, after giving thirty (30) days written notice to St. Charles, and without waiving any claim or

Commented [DAA20]: This provision was unclear, please review my changes. This specific provision appears to be in conflict with 6f below if the intention is for St. Charles to provide fuel or fuel costs, so I added these costs, if they have been agreed to, it into Section 6.

Commented [BF21]: Add item to make available and maintain capital assets.

Commented [DAA22]: I moved this from under Lewiston's responsibilities.

Commented [BF23]: Is a monthly report of calls and an invoice sufficient?

right against St. Charles and without incurring liability whatsoever to St. Charles, suspend services under this Agreement until Lewiston has been paid in full all amounts due for services, expenses and charges.

- e. All Lewiston's expense incurred in providing the services are included in the above fees. St. Charles shall not be liable to Lewiston for any expenses paid or incurred by Lewiston, unless otherwise agreed to in writing by St. Charles.

7. Termination. Notwithstanding any of the foregoing, this Agreement may be terminated by either party, without or without cause, as follows:

- a. If by one party, upon the expiration of the ninety (90) days after service of written notice of termination upon the other party; or
- b. At any time, upon mutual agreement of the parties.

8. Default. Notwithstanding any provision hereof, if Lewiston fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed herein in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless Lewiston's default is excused in writing by St. Charles or otherwise cured by Lewiston within ten (10) days of such written notice of default from St. Charles, St. Charles may, upon subsequent written notice, immediately cancel/terminate this Agreement or exercise any other rights or remedies available to St. Charles under this Agreement or law. In the event of Lewiston's default, Lewiston shall be liable to St. Charles for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by St. Charles in enforcing this Agreement.

9. Indemnification.

- a. Lewiston agrees to defend, indemnify, and hold harmless St. Charles, and its officials, agents, and employees, from and against all claims, actions, damages, losses, and expenses arising out of or resulting from Lewiston's performance of the services required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Lewiston. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.
- b. St. Charles agrees to defend, indemnify, and hold harmless Lewiston, and its officials, agents, and employees from and against all claims, actions, damages, losses, and expenses arising out of or resulting from St. Charles's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of St. Charles. This provision shall not be construed as a waiver by either party of any defenses, immunities, or limits on liability with respect to claims made by third parties.

- c. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- d. The parties shall be considered a single governmental unit for purposes of calculating any liability hereunder and the total maximum liability shall not exceed the limits on governmental liability for a single governmental unit pursuant to Minnesota Statutes, section 471.59, subd. 1a(b) and Minnesota Statutes, section 466.04.

10. Insurance. Lewiston shall procure and carry, at its expense, liability insurance in an amount not less than the greater of: a) the maximum amount for municipal liability as provided in Minnesota Statutes, section 466.04, as amended; or b) \$2,000,000 per occurrence and \$4,000,000 annual aggregate for both bodily injury or death, and property damage, including loss of use, which may arise out of operations by Lewiston or by any subcontractors or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph or required by law. St. Charles shall be named as an additional insured, and a certificate of said insurance shall be provided to St. Charles. Lewiston shall procure and carry, at its expense, Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to St. Charles. All this insurance coverage shall be maintained throughout the life of this Agreement. Lewiston's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to St. Charles with respect to any claim arising out of Lewiston's performance under this Agreement.

Lewiston is responsible for payment of Agreement-related insurance premiums and deductibles. Notwithstanding any provision of this Agreement, St. Charles reserves the right to immediately terminate this Agreement if Lewiston is not in compliance with the insurance requirements contained herein.

St. Charles, as owner of Ambulance 621 and Ambulance 623, agrees to maintain the appropriate automobile coverage with the League of Minnesota Cities Insurance Trust under standard LMCIT liability coverage forms for Ambulance 621 and Ambulance 623, as identified in Attachment C, the Equipment Loan Agreement, and will be responsible for the payment of all premiums for such coverage. St. Charles shall name Lewiston as an additional insured for the purposes of this Agreement.

11. Lewiston Personnel. Any employee assigned by Lewiston to perform its obligations hereunder shall remain the exclusive employee of Lewiston for all purposes including, but not limited to, wages, salary, and employee benefits. For purposes of this Agreement, Lewiston shall remain responsible for all employer-provided benefit costs, including all payroll taxes.

12. General Terms.

- a. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners,

joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by Lewiston as the agent, representative, or employee of St. Charles for any purpose or in any manner whatsoever except as expressly otherwise provided herein. Lewiston is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Lewiston represents that it has, or will secure at its own expense, all personnel in performing services under this Agreement. Any and all personnel of Lewiston or other persons, while engaged in the performance of any work or services required by St. Charles under this Agreement shall not be considered employees of St. Charles and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Lewiston, its officers, agents, contracts, or employees shall in no way be the responsibility of St. Charles; and Lewiston shall defend, indemnify, and hold St. Charles, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such Lewiston personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from St. Charles, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.

- b. Records: Availability and Retention. The books, records, documents, and accounting procedures of Lewiston relevant to this Agreement, are subject to examination by St. Charles and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5. Lewiston agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- c. Modifications/Amendment. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- d. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. Lewiston and St. Charles agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. Lewiston has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Administrator, City of Lewiston, 75 Rice Street, Lewiston, Minnesota 55920; telephone 507-523-2257.

- e. Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.
- f. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- g. Authorized Signatories. The parties each represent and warrant to the other that: (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. The parties' representatives for notification for all purposes are:

Lewiston: City of Lewiston
75 Rice St., P.O. Box 129
Lewiston, MN 55920
Attention: Mayor Beth Carlson
Or emailed: bcarlson@lewistonmn.gov

St. Charles City of St. Charles
830 Whitewater Avenue,
St. Charles, MN 55972
Attention: Andrew Langholz
Or emailed: ALangholz@stcharlesmn.org

- i. Dispute Resolution. The parties agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- j. Subcontracting. Lewiston shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of St. Charles. Mutual aid agreements are not considered subcontracting for the purposes of this section.
- k. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

Commented [BF24]: Should we add the exception of mutual aid rendered at the request of Lewiston for emergency response?

- l. Force Majeure. The parties shall each be excused from performance under this Agreement 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, pandemic, 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 Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- m. Governing Law. This Agreement 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 Agreement without regard to its choice of law or conflict of laws principles.
- n. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- o. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- p. Patented Devices, Materials and Processes. If this Agreement requires, or Lewiston desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Lewiston shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, Lewiston shall indemnify and hold harmless St. Charles 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 this Agreement, and shall indemnify and defend St. Charles for any costs, liability, expenses and attorney's fees that result from any such infringement.
- q. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- r. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

- s. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of St. Charles and Lewiston arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- t. Execution. This Agreement 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 Agreement, 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 BLANK]

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF ST. CHARLES

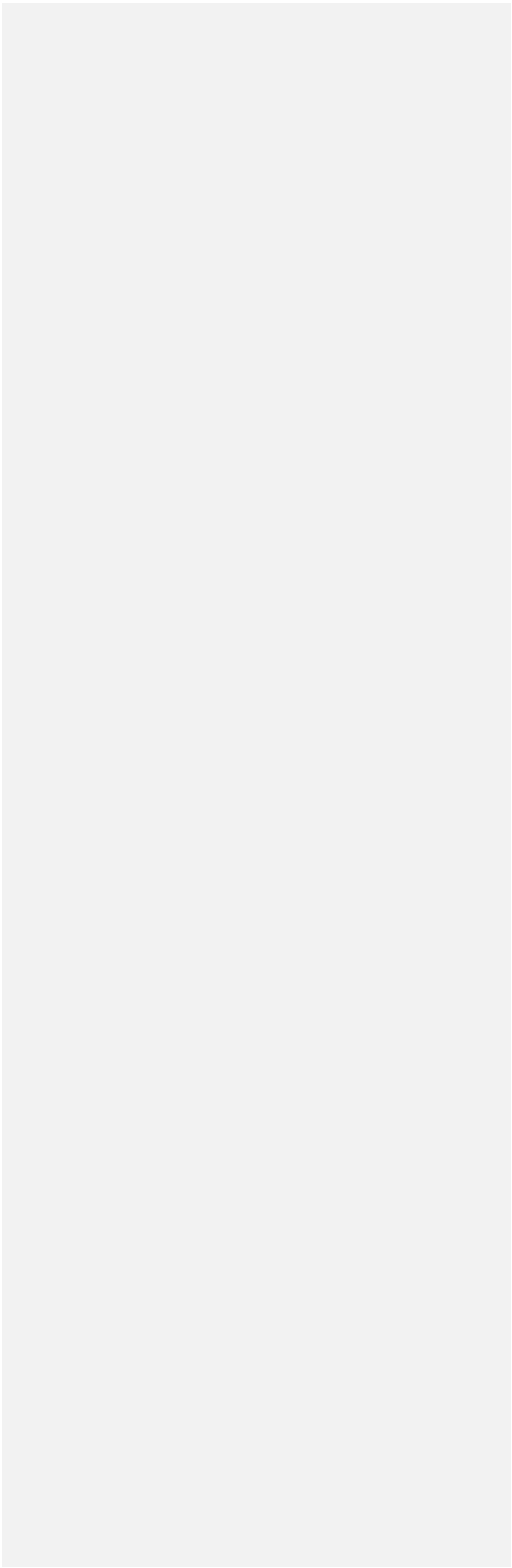
By: _____ Date: _____
John Schaber, Mayor

By: _____ Date: _____
Andrew Langholz, City Administrator

CITY OF LEWISTON

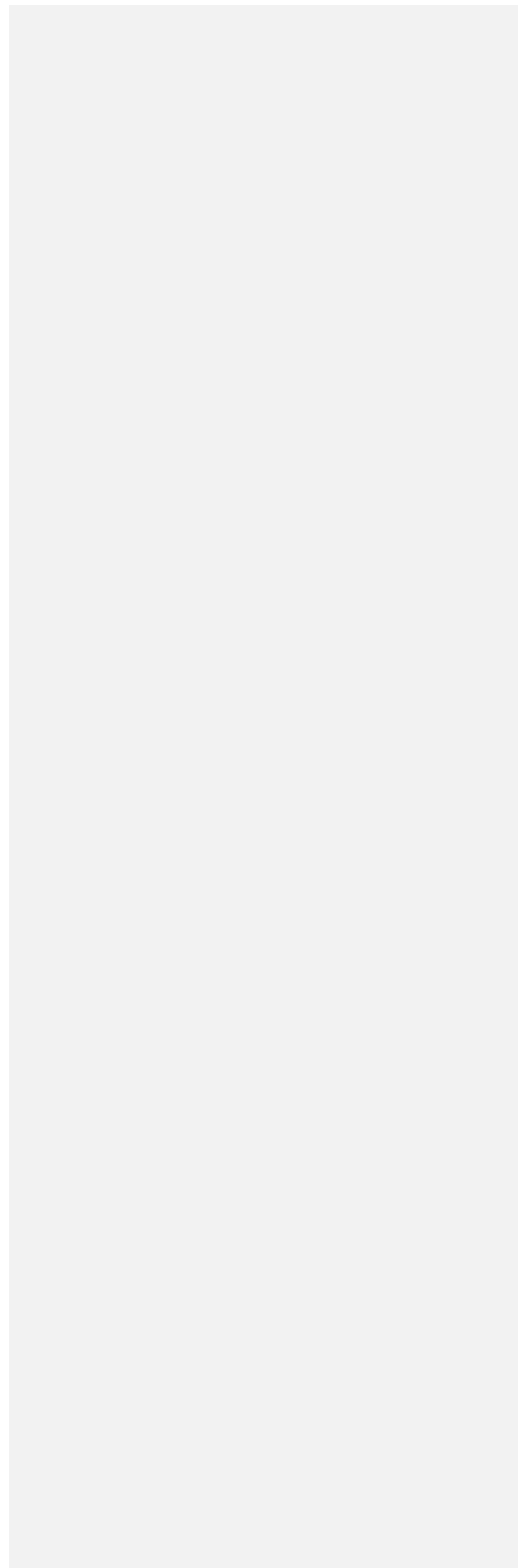
By: _____ Date: _____
Beth Carlson, Mayor

By: _____ Date: _____
Ragini Varma, City Administrator

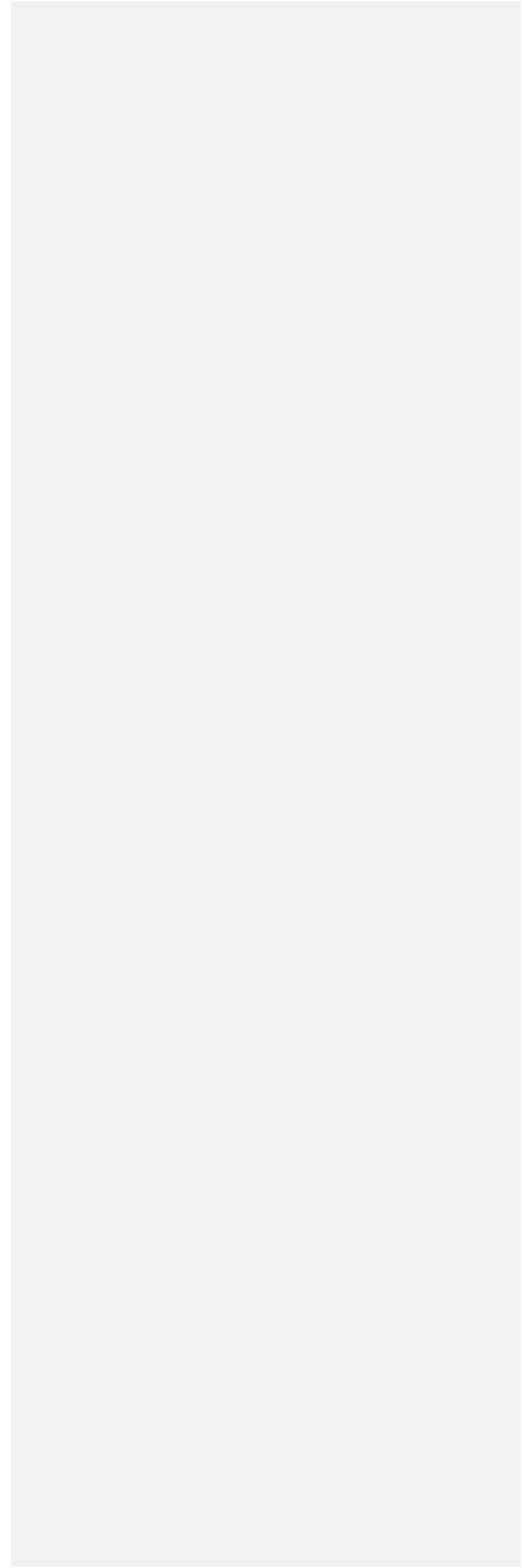


Attachment A

Attachment B



Attachment C



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



October 9, 2025

Mr. Andrew Langholz
City Administrator
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

RE: St. Charles, MN
2026 Street and Utility Construction
Feasibility Report

Dear Andrew:

The City of St. Charles has requested a preliminary feasibility report for the reconstruction of the following areas:

1. West 5th Street from the West end of the street to Highway 74.
2. Replace watermain from West end of West 5th Street to the East entrance of the City Park.
3. Loop watermain from West 4th Street to West 5th Street along the West side of Highway 74.
4. Extend watermain from East entrance of the City Park to the West City corporate limits.
5. West 5th Street from Highway 74 to Wabasha Avenue.
6. Wabasha Avenue from West 5th Street to West 3rd Street.
7. West 3rd Street from Wabasha Avenue to Whitewater Avenue.
8. Church Avenue from East 2nd Street to East 1st Street.
9. East 2nd Street from Church Avenue to Richland Avenue.
10. Richland Avenue from East 2nd Street to Church Avenue.
11. Richland Avenue from Church Avenue to Northern Hills Trail.

The report is needed to assist in determining the feasibility of the proposed project.

The scope of this feasibility report includes the reconstruction of the aforementioned streets and the replacement of municipal utilities such as watermain, storm sewer, and sanitary sewer. The following is a summary of the existing conditions, proposed street and utility construction, and opinion of costs. The project streets are shown in Figure 1 in the Appendix.

Existing Conditions

Below is a summary of the existing conditions for each area listed above.

West 5th Street - West end of the street to Highway 74.

- 66-foot wide platted City right-of-way
- The existing bituminous pavement is 20 feet wide. The bituminous pavement is in fair condition.
- The majority of the sanitary sewer manholes are precast structures and are in good condition. The sanitary manhole located approximately 120' East of the intersection of Loppnow Street and West 5th Street was opened as part of preliminary field investigation and showed an incoming line from the East. WHKS staff attempted to locate an additional manhole to the East, but no manhole was found. Sanitary service is provided to the homes along the street. The sanitary main is polyvinyl chloride (PVC) and is presumed to be in good condition.
- 4-inch and 6-inch watermain exists along the street corridor. Water service is provided to homes along the street. The watermain is in poor condition due to watermain breaks that have occurred in this section.
- The street is a rural section; there is no concrete curb & gutter. From Loppnow Street to the West, storm water flows overland across the pavement and no ditches are present. From Loppnow Street to the East, storm water flows overland across the pavement and along a shallow ditch paralleling the South side of West 5th Street. On the East end of the street, there is a culvert crossing. Preliminary investigation showed the culvert, corrugated metal pipes (CMP), to be in fair condition. Signs of surface rust through the bottoms of the pipe were present but we are not recommending replacement at this time. The furthest West culvert has a rectangular hole cut through it from previous private utility install.
- No concrete sidewalk exists along the street.

West end of West 5th Street to the East entrance of the City Park – Watermain Replacement.

- West of West 5th Street, the existing MnDOT right-of-way of US Highway 14 (W 6th Street) varies in width from 50' (through the frontage of St. Charles Bible Church) to 100' (through the frontage of parcels West of the St. Charles Bible Church to the City Park).
- The existing watermain crosses both bituminous entrances of St. Charles Bible Church and St. Martin Avenue. 4-inch watermain exists along the shoulder of US Highway 14. Water service is provided to properties. City staff stated water service is provided to the Haley Transportation (bus garage) on the South side of US Highway 14. The watermain is in unknown/fair condition.
- There is no sanitary sewer in this area.
- Storm water flows in open ditches and culverts.

East entrance of the City Park to the West City corporate limits – Watermain Extension.

- 100-foot wide platted MnDOT right-of-way.
- Electric is the only public utility in this area.
- There are four (4) homes West of the City Park that lie within City corporate limits and one (1) home that lies outside. Each home has a bituminous driveway. Sanitary sewer is provided to all five (5) homes along the properties' North property lines. Watermain is currently not provided.
- Storm water flows in open ditches and culverts.

West 5th Street - Highway 74 to Wabasha Avenue

- 66-foot wide platted right-of-way.
- The existing bituminous street is 37' wide from back to back of concrete curb and gutter.
- A 8-inch diameter vitrified clay pipe (VCP) gravity sanitary sewer exists along the center of the street. Sanitary service is unknown to be provided to properties along the street and will be investigated during the design phase of this project. The sanitary sewer has not been lined and is presumed to be in fair condition.
- A 4-inch diameter watermain exists along the south side of West 5th Street. Water service is unknown to be provided to homes along the street and is to be investigated during the design phase of this project. The watermain is in unknown/fair condition.
- The street is an urban section. Surface runoff flows in the curb and gutter to two (2) catch basins and then conveys to the South. There are no known drainage problems. The street is in fair condition.
- No concrete sidewalk exists along the street.
- On the West end of West 5th Street, near the intersection of US Highway 74, an existing bituminous trail abuts the North side of the street.
- A alley abuts the North and South side of the street.

Wabasha Avenue - West 5th Street to West 3rd Street.

- 66-foot wide platted right-of-way.
- The existing bituminous street is 37' wide from back to back of concrete curb and gutter.
- A 8-inch diameter VCP gravity sanitary sewer exists along the center of the street. Sanitary service is provided to properties along the street. The Sanitary sewer was lined in 2017 from W 4th Street to W 3rd Street and lined in 2021 from W 5th Street to W 4th Street. The sanitary manholes at the intersections of W 4th Street and W 5th Street have been internally lined. The steps in both sanitary manholes are in poor condition. The sanitary manhole's bench at the intersection of W 3rd Street is in poor condition. The manhole at the intersection of W 5th Street is brick and has not been lined, but the brick appears to have been tuck pointed.
- A 4-inch diameter watermain exists along the East side of the street. Water service is provided to properties along the street. The watermain is in poor condition due to numerous watermain breaks that have occurred in this section.
- The street is an urban section. Water flows in the curb and gutter to two (2) catch basins located at the intersections of W 5th Street, two (2) at W 4th Street, and two (2) at W 3rd Street. The catch basins at the intersections of W 5th Street and W 4th Street are concrete structures that have been internally repaired by City staff and appears to be in good condition. The existing catch basins on the South side of the intersection of W 3rd Street are block concrete structures and are in poor to fair condition. The existing catch basin on the North side of the intersection of W 3rd Street is precast concrete and is in good condition.
- Storm water is conveyed underground through an 18" concrete storm pipe that outlets to the North at the Whitewater River. As part of this feasibility study, a hydraulic analysis was performed. The findings of this analysis showed the existing system is unable to handle a 10-year storm event. The rainfall amounts for this analysis were provided by NOAA's Atlas 14 precipitation data server. The street is in fair condition.
- Concrete sidewalk exists along the East side from W 5th Street to W 4th Street. There are a few concrete outwalks from the existing properties to the back of the curb.

West 3rd Street - Wabasha Avenue to Whitewater Avenue.

- 66-foot wide platted right-of-way.
- The existing bituminous street is 37' wide from back to back of concrete curb and gutter.
- A 8-inch diameter VCP gravity sanitary sewer crosses at the intersection of St. Charles Avenue. The Sanitary sewer was lined in 2017. The sanitary manhole at the intersection of St. Charles Avenue is brick but appears to have been tuck pointed. This sanitary manhole is in fair condition.
- A 4-inch diameter watermain exists along the South side of the street. Water service is provided to properties along the street. The watermain is in unknown/fair condition.

- The street is an urban section. Water flows in the curb and gutter to one (1) catch basin located at the intersection of Wabasha Avenue and two (2) at Whitewater Avenue. There are no known drainage problems. The street is in fair condition.
- There is no concrete sidewalk along the street. There are pedestrian ramps that abut the street located at the both the intersection of St. Charles Avenue and intersection of Whitewater Avenue. These pedestrian ramps were constructed in 2021.

Church Avenue - East 2nd Street to East 1st Street

- 66-foot wide platted right-of-way.
- The existing bituminous street is 37' wide from back to back of concrete curb and gutter.
- The sanitary sewer has not been lined and is presumed to be in fair condition. There are two (2) concrete block sanitary sewer manholes and are in fair condition. Sanitary services are provided to the single-family homes and mobile homes along the street. City staff stated that the mobile homes are on shared services.
- A 4-inch diameter watermain exists along the center of the street. The watermain is in unknown/fair condition. Water services are provided to the single-family homes and mobile homes along the street. City staff stated that the mobile homes are on shared services.
- The street is an urban section. Water flows in the curb and gutter to catch basins located outside of this described area. There are no known drainage problems. The street is in fair condition.
- There is no concrete sidewalk along the street. There is a pedestrian ramp, constructed in 2021 that abuts the street located at the intersection of Church Avenue.

East 2nd Street – Church Avenue to Richland Avenue

- 66-foot wide platted right-of-way.
- The existing bituminous street is 37' wide from back to back of concrete curb and gutter.
- There is no sanitary sewer.
- A 4-inch diameter and an 8-inch diameter watermain exists along the center of the street. Water service is provided to properties along the street. The watermain is presumed to be in good condition.
- The street is an urban section. Water flows in the curb and gutter to catch basins located outside of this described area. There are no known drainage problems. The street is in fair condition.
- There is no concrete sidewalk along the street. There is a pedestrian ramp, that was constructed in 2021 that abuts the street located at the intersection of Church Avenue.

Richland Avenue – East 2nd Street to Church Avenue

- 66-foot wide platted right-of-way.
- From South to North - the existing bituminous street is 37' wide from back to back of concrete curb and gutter until it intersects Church Avenue.
- There is VCP Sanitary Sewer that runs along the center of the street. The sanitary sewer was lined in 2021. The services are provided to homes along the street. The existing sanitary manhole at the intersection of East 2nd Street is precast concrete and is in good condition. The sanitary manhole at the intersection of Church Avenue was not investigated.
- A 4-inch diameter watermain exists along the East side of the street. Water service is provided to properties along the street. The watermain is in unknown/fair condition.
- The street is an urban section. Water flows in the curb and gutter to catch basins located outside of this described area. There are no known drainage problems. The street is in fair condition.
- There is no concrete sidewalk along the street. There is a pedestrian ramp constructed in 2021 that crosses the street located at the intersection of Church Avenue.

Richland Avenue –Church Avenue to Northern Hills Trail

- 66-foot wide platted right-of-way.
- The existing bituminous street is a rural section and is 24' wide from edge to edge with an 8' bituminous trail running along the East edge for approximately 560'. The paralleling trail was constructed in 2021. The bituminous trail continues beyond this point in the boulevard. The street is in fair condition.
- There is existing 8-inch sanitary sewer forced main that runs beneath the 8' trail and is presumed to be in good condition. The City indicated homes along the East side of the roadway through this section are on private septic.
- A 4-inch diameter watermain exists along the West side of the street. Water service is provided to properties along the street. The watermain is presumed to be in poor condition due to numerous watermain breaks that have occurred in this section.
- The street is a rural section. Water flows in ditches paralleling the roadway and two (2) storm culverts that cross the roadway. There are no known drainage problems.
- There is no concrete sidewalk along the street. There is a pedestrian ramp, that crosses the street approximately 850' North of the intersection of Church Avenue.

Proposed 2026 Construction

The proposed construction will address the following deficient items:

- Deteriorated watermain with continuous breaks
- Deteriorated sanitary structures
- Deteriorated water and sanitary sewer services
- Undersized storm sewer
- Provide City water to homes within City corporate limits

Proposed Project Construction

Area 1 - West 5th Street – East entrance of the City Park to Highway 74.

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- The sanitary manhole castings will be replaced with new castings, I&I barriers and concrete rings. An additional manhole will be added to the East end of the sanitary main.
- Watermain along W 5th Street will be removed and replaced with 8-inch diameter PVC or ductile iron pipe (DIP) with connections made to existing water service lines. Watermain along the North shoulder of US Highway 14 (W 6th Street) will be abandoned. 8-inch PVC or DIP watermain will begin at the West end of West 5th Street and will run West along the North ditch of US Highway 14. Connections will be made to existing water service lines both on the North and South side of US Highway 14. Costs were included for directional drilling water services beneath US Highway 14 to serve properties on the South side of US Highway 14.
- The shallow ditch along the South side of the street from Loppnow Avenue to the entrance to the motel will be eliminated and stormwater a proposed section of curb and gutter will be constructed. There will be a catch basin installed at the end of the curb. A storm pipe beneath the motel entrance will then convey water to the existing drainage ditch on the East end of the street. Bituminous driveways and street entrances will be removed and replaced as necessary to complete placement of the new watermain. Storm sewer culverts beneath driveways will be replaced.

Area 2 - Watermain Looping – W 4th Street to W 5th Street, West of Highway 74

- 8-inch PVC or DIP watermain will be added along the West ditch line of Highway 74 connecting the East dead end 6-inch watermain along West 4th Street to the proposed 8-inch watermain that runs along West 5th Street.

Area 3 - East entrance of the City Park to the West City corporate limits – Watermain Extension. (Alternate)

- 8-inch PVC or DIP watermain will begin at the East entrance of the City park and continue West to the East side of the driveway of 901 Highway 14 SW.
- Stubbed out water services will terminate at the US Highway 14 Northern right-of-way line to allow for connection by property owners.
- Bituminous driveways and street entrances will be removed and replaced as necessary to complete placement of the new watermain.
- Storm sewer culverts beneath driveways will be replaced.

Area 4 - West 5th Street - Highway 74 to Wabasha Avenue

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- The curb and gutter running along the South side of the street will be removed and replaced.
- The sanitary manhole castings will be replaced with new castings, I&I barriers and concrete rings.
- Watermain will be removed and replaced with 8-inch diameter PVC or DIP with connections made to existing water service lines.
- 8-inch HDPE Watermain will be placed in a steel casing to meet MnDOT requirements to cross State Highway 74.
- Storm sewer will be removed and replaced as necessary to complete the replacement of the watermain.

Area 5 - Wabasha Avenue - West 5th Street to West 3rd Street.

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- The curb and gutter will be removed and replaced.
- The recently constructed sidewalk on the East side of the street will be left in place unless removal is needed for water and/or sanitary sewer service replacement.

- Watermain will be removed and replaced with 8-inch diameter PVC or DIP with connections made to existing water service lines.
- Sanitary sewer will be removed and replaced with 8-inch diameter PVC with connections made to existing sanitary lines. Sanitary manholes will be removed and replaced with precast concrete structures.
- Storm sewer will be removed and replaced. A new storm sewer system is proposed to handle the 10-year storm event. The storm sewer sizing will be determined during the design phase, but approximate sizes were used for the basis of this report.

Area 6 - West 3rd Street - Wabasha Avenue to Whitewater Avenue.

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- Most of the curb and gutter will be left in place besides spot areas for water service connections.
- The sanitary manhole at the intersection of St. Charles Avenue and West 3rd Street will be removed and replaced with a precast concrete manhole.
- Watermain will be removed and replaced with 8-inch diameter PVC or DIP with connections made to existing water service lines.
- The storm sewer will remain in place.

Church Avenue - East 2nd Street to East 1st Street (Future)

- After discussion with City staff it was decided that this area is to be a future project.

East 2nd Street – Church Avenue to Richland Avenue (Remove)

- With further investigation, City staff was able to determine that an 8-inch watermain exists within this section of street. City staff decided not to pursue reconstructing this street.

Area 7 – Richland Avenue – East 2nd Street to Church Avenue

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- Most of the curb and gutter will be left in place besides spot areas for water service connections.
- The sanitary sewer will remain in place.
- Watermain will be removed and replaced with 8-inch diameter PVC or DIP with connections made to existing water service lines.
- There is no storm sewer in this section.

Area 8 – Richland Avenue – Church Avenue to Northern Hills Trail

- The bituminous pavement will be removed and reconstructed with a 10-inch aggregate base and 4 inches of new bituminous pavement. An average of 6-inches of stabilized aggregate was assumed beneath the street section for sub-grade correction. A geotextile fabric is also included beneath all the proposed street sections as a separation layer.
- Most of the bituminous trail will be left in place besides spot areas for water service connections.
- The sanitary sewer force main will remain in place.
- Watermain will be removed and replaced with 8-inch diameter PVC or DIP with connections made to existing water service lines.
- There is no storm sewer in this section.

Street Right-of-way and Permits

The right-of-way for all areas is adequate to construct the proposed improvements.

A Minnesota Department of Health watermain permit, NPDES erosion control permit, and a State of Minnesota work in the Right of way Permit are required for the project.

Opinion of Construction Costs

The following cost opinions, in Table 1 (breakdown costs per item of all areas) and Table 2 (summary of costs for all areas) in the appendix, are based on anticipated 2026 construction costs. City staff has asked to look at both the cost if DIP watermain were installed, or PVC watermain were installed. City Officials are reminded that construction costs may change significantly after an extended period of time. The cost opinions contained in this report should be updated if more than one-year elapses before construction begins.

The estimated total project construction cost opinion to construct the areas described is approximately **\$3,855,000** if PVC watermain is installed, and approximately **\$4,179,000** if DIP watermain is installed. The estimated total project construction cost opinion to construct the alternate area (Area 3) is approximately **\$296,000** if PVC watermain is installed, and approximately **\$368,000** if DIP watermain is installed. The cost opinion includes an allowance for engineering and an allowance for construction contingencies.

Recommendations and Schedule

This project is feasible from an engineering standpoint. It is recommended that the City conduct a legal and fiscal review of the proposed project.

It is recommended that the City Council review this report and provide direction on the complete streets policy, and project schedule. The following are tasks to be completed:

- Receive Engineer's Feasibility Report and Authorize Preparation of Plans and Specifications. October 14, 2025
- Approve Plans and Specifications and Authorize Advertisement for Bids. Spring 2026
- Receive Bids, Present Bids, Award Contract, and Begin Construction. Spring 2026
- Complete Construction. Fall 2026

Please contact us with any questions.

Sincerely,

WHKS & co.

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.



Jack A. Moyer, P.E.
License No. 61934

JAM/dds

cc: Scott Bunke, City of St. Charles

APPENDIX

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 1 - W 5TH STREET (CITY PARK TO HIGHWAY 74 - ROADWAY, MINOR SANITARY, WATERMAIN, AND MINOR STORM)

	Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1	MOBILIZATION	1	LUMP SUM	@ \$50,000.00	\$50,000.00
2	CLEARING & GRUBBING (TREE)	2	EACH	@ \$1,000.00	\$2,000.00
3	REMOVE WATER MAIN	1,350	LIN FT	@ \$5.00	\$6,750.00
4	REMOVE SEWER PIPE (STORM)	150	LIN FT	@ \$7.00	\$1,050.00
5	REMOVE CONCRETE WALK/DRIVEWAY PAVEMENT	30	SQ YD	@ \$10.00	\$300.00
6	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	135	SQ YD	@ \$5.00	\$675.00
7	REMOVE BITUMINOUS ROADWAY PAVEMENT	2,300	SQ YD	@ \$3.00	\$6,900.00
8	REMOVE GATE VALVE AND BOX	7	EACH	@ \$300.00	\$2,100.00
9	REMOVE HYDRANT	2	EACH	@ \$500.00	\$1,000.00
10	TOPSOIL BORROW (LV)	120	CU YD	@ \$20.00	\$2,400.00
11	GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	2,400	SQ YD	@ \$2.00	\$4,800.00
12	EXCAVATION - COMMON (P)	1,360	CU YD	@ \$10.00	\$13,600.00
13	AGGREGATE BASE (CV) CLASS 5 (P)	680	CU YD	@ \$40.00	\$27,200.00
14	AGGREGATE SUBBASE BREAKER RUN (CV)	410	CU YD	@ \$45.00	\$18,450.00
15	TYPE SP 12.5 NON-WEARING COURSE MIX	340	TON	@ \$120.00	\$40,800.00
16	TYPE SP 12.5 WEARING COURSE MIX	340	TON	@ \$120.00	\$40,800.00
17	SUBGRADE PREPARATION	9	STA.	@ \$500.00	\$4,500.00
18	8" PVC PIPE SEWER, SDR 26	50	LIN FT	@ \$60.00	\$3,000.00
19	15" RC PIPE SEWER	200	LIN FT	@ \$60.00	\$12,000.00
20	15" RC APRON	5	EACH	@ \$800.00	\$4,000.00
21	CONNECT TO EXISTING WATER MAIN	5	EACH	@ \$1,500.00	\$7,500.00
22	CONNECT TO EXISTING SANITARY SEWER	1	EACH	@ \$2,000.00	\$2,000.00
23	HYDRANT	4	EACH	@ \$10,000.00	\$40,000.00
24	CORPORATION STOP	6	EACH	@ \$600.00	\$3,600.00
25	GATE VALVE AND BOX	6	EACH	@ \$4,000.00	\$24,000.00
26	CURB STOP & BOX	6	EACH	@ \$1,000.00	\$6,000.00
27	TYPE K COPPER PIPE	200	LIN FT	@ \$50.00	\$10,000.00
28	DIRECTIONALLY DRILL TYPE K COPPER PIPE	70	LIN FT	@ \$100.00	\$7,000.00
29	6" PVC WATERMAIN	60	LIN FT	@ \$50.00	\$3,000.00
30	8" PVC WATERMAIN	1,350	LIN FT	@ \$50.00	\$67,500.00
31	8" DIP WATERMAIN	1,350	LIN FT	@ \$100.00	\$135,000.00
32	4" POLYSTYRENE INSULATION	80	SQ YD	@ \$50.00	\$4,000.00
33	DUCTILE IRON FITTINGS	700	POUND	@ \$15.00	\$10,500.00
34	CATCH BASIN, TYPE 1	1	EACH	@ \$3,500.00	\$3,500.00
35	SANITARY MANHOLE	1	EACH	@ \$6,000.00	\$6,000.00
36	NEW FRAME & RING CASTING	2	EACH	@ \$1,000.00	\$2,000.00
37	CONCRETE CURB AND GUTTER	300	LIN FT	@ \$30.00	\$9,000.00
38	6" CONCRETE DRIVEWAY PAVEMENT	30	SQ YD	@ \$100.00	\$3,000.00
39	3" BITUMINOUS DRIVEWAY PAVEMENT	140	SQ YD	@ \$70.00	\$9,800.00
40	TRAFFIC CONTROL	1	LUMP SUM	@ \$2,000.00	\$2,000.00
41	TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$10,000.00	\$10,000.00
42	SILT FENCE, TYPE HEAVY DUTY	3,600	LIN FT	@ \$2.00	\$7,200.00
43	STORM DRAIN INLET PROTECTION	3	EACH	@ \$100.00	\$300.00
44	TEMPORARY ROCK CONSTRUCTION ENTRANCE	5	EACH	@ \$1,000.00	\$5,000.00
45	SODDING TYPE LAWN	1,140	SQ YD	@ \$10.00	\$11,400.00
46	SEEDING	1.00	ACRE	@ \$1,500.00	\$1,500.00
47	AGGREGATE FOR PIPE FOUNDATION (CV)	50	CU YD	@ \$40.00	\$2,000.00
48	EXPLORATORY EXCAVATION	10	HOURS	@ \$500.00	\$5,000.00
PVC WATERMAIN					TOTAL \$507,000.00
CONTINGENCY					\$51,000.00
ENGINEERING					\$91,000.00
PVC WATERMAIN					TOTAL \$649,000.00
DIP WATERMAIN					SUB-TOTAL \$574,000.00
CONTINGENCY					\$58,000.00
ENGINEERING					\$91,000.00
DIP WATERMAIN					TOTAL \$723,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 2 - W 4TH STREET TO W 5TH STREET - WATERMAIN LOOPING

	Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1	MOBILIZATION	1	LUMP SUM	@ \$5,000.00	\$5,000.00
2	REMOVE BITUMINOUS ROADWAY PAVEMENT	83	SQ YD	@ \$3.00	\$250.00
3	REMOVE CONCRETE CURB AND GUTTER	20	LIN FT	@ \$5.00	\$100.00
4	TOPSOIL BORROW (LV)	30	CU YD	@ \$20.00	\$600.00
5	CONCRETE CURB AND GUTTER	20	LIN FT	@ \$30.00	\$600.00
6	TYPE SP 12.5 NON-WEARING COURSE MIX	15	TON	@ \$120.00	\$1,800.00
7	TYPE SP 12.5 WEARING COURSE MIX	15	TON	@ \$120.00	\$1,800.00
8	CONNECT TO EXISTING WATER MAIN	1	EACH	@ \$1,500.00	\$1,500.00
9	GATE VALVE AND BOX	2	EACH	@ \$4,000.00	\$8,000.00
10	DUCTILE IRON FITTINGS	400	POUND	@ \$15.00	\$6,000.00
11	8" PVC WATERMAIN	450	LIN FT	@ \$50.00	\$22,500.00
12	8" DIP WATERMAIN	450	LIN FT	@ \$100.00	\$45,000.00
13	SEEDING	1.00	ACRE	@ \$1,500.00	\$1,500.00
14	AGGREGATE FOR PIPE FOUNDATION (CV)	20	CU YD	@ \$40.00	\$800.00
15	SILT FENCE, TYPE HEAVY DUTY	500	LIN FT	@ \$2.00	\$1,000.00
	PVC WATERMAIN			SUB-TOTAL	\$52,000.00
	CONTINGENCY				\$5,000.00
	ENGINEERING				\$9,000.00
	PVC WATERMAIN			TOTAL	\$66,000.00
	DIP WATERMAIN			SUB-TOTAL	\$74,000.00
	CONTINGENCY				\$8,000.00
	ENGINEERING				\$9,000.00
	DIP WATERMAIN			TOTAL	\$91,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 3 (ALTERNATE) - W 5TH STREET - EXTENSION OF WATERMAIN WEST OF CITY PARK

	Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1	MOBILIZATION	1	LUMP SUM	@ \$20,000.00	\$20,000.00
2	REMOVE SEWER PIPE (STORM)	300	LIN FT	@ \$7.00	\$2,100.00
3	TOPSOIL BORROW (LV)	200	CU YD	@ \$20.00	\$4,000.00
4	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	300	SQ YD	@ \$5.00	\$1,500.00
5	REMOVE BITUMINOUS ROADWAY PAVEMENT	140	SQ YD	@ \$3.00	\$420.00
6	TYPE SP 12.5 NON-WEARING COURSE MIX	20	TON	@ \$120.00	\$2,400.00
7	TYPE SP 12.5 WEARING COURSE MIX	20	TON	@ \$120.00	\$2,400.00
8	HYDRANT	3	EACH	@ \$10,000.00	\$30,000.00
9	CORPORATION STOP	5	EACH	@ \$600.00	\$3,000.00
10	GATE VALVE AND BOX	2	EACH	@ \$4,000.00	\$8,000.00
11	CURB STOP & BOX	5	EACH	@ \$1,000.00	\$5,000.00
12	TYPE K COPPER PIPE	125	LIN FT	@ \$50.00	\$6,250.00
13	6" PVC WATERMAIN	20	LIN FT	@ \$50.00	\$1,000.00
14	8" PVC WATERMAIN	1,300	LIN FT	@ \$50.00	\$65,000.00
15	8" DIP WATERMAIN	1,300	LIN FT	@ \$100.00	\$130,000.00
16	4" POLYSTYRENE INSULATION	60	SQ YD	@ \$50.00	\$3,000.00
17	DUCTILE IRON FITTINGS	500	POUND	@ \$15.00	\$7,500.00
18	15" RC PIPE SEWER	300	LIN FT	@ \$60.00	\$18,000.00
19	15" RC APRON	16	EACH	@ \$800.00	\$12,800.00
20	3" BITUMINOUS DRIVEWAY PAVEMENT	300	SQ YD	@ \$70.00	\$21,000.00
21	SILT FENCE, TYPE HEAVY DUTY	1,300	LIN FT	@ \$2.00	\$2,600.00
22	STORM DRAIN INLET PROTECTION	16	EACH	@ \$100.00	\$1,600.00
23	SEEDING	1.00	ACRE	@ \$1,500.00	\$1,500.00
24	AGGREGATE FOR PIPE FOUNDATION (CV)	40	CU YD	@ \$40.00	\$1,600.00
25	EXPLORATORY EXCAVATION	16	HOURS	@ \$500.00	\$8,000.00
	PVC WATERMAIN			SUB-TOTAL	\$231,000.00
	CONTINGENCY				\$23,000.00
	ENGINEERING				\$42,000.00
	PVC WATERMAIN			TOTAL	\$296,000.00
	DIP WATERMAIN			SUB-TOTAL	\$296,000.00
	CONTINGENCY				\$30,000.00
	ENGINEERING				\$42,000.00
	DIP WATERMAIN			TOTAL	\$368,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 4 - W 5TH STREET - HIGHWAY 74 TO WABASHA AVENUE- ROADWAY, HWY 74 WATERMAIN CROSSING, WATERMAIN,
AND SANITARY SERVICES

Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1 MOBILIZATION	1	LUMP SUM	@ \$20,000.00	\$20,000.00
2 REMOVE WATER MAIN	460	LIN FT	@ \$5.00	\$2,300.00
3 REMOVE SEWER PIPE (SANITARY)	10	LIN FT	@ \$5.00	\$50.00
4 REMOVE CATCH BASIN	1	EACH	@ \$400.00	\$400.00
5 REMOVE CONCRETE CURB AND GUTTER	330	LIN FT	@ \$5.00	\$1,650.00
6 REMOVE CONCRETE WALK/DRIVEWAY PAVEMENT	20	SQ YD	@ \$10.00	\$200.00
7 REMOVE BITUMINOUS ROADWAY PAVEMENT	1,400	SQ YD	@ \$3.00	\$4,200.00
8 REMOVE GATE VALVE AND BOX	2	EACH	@ \$300.00	\$600.00
9 TOPSOIL BORROW (LV)	30	CU YD	@ \$20.00	\$600.00
10 GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	1,560	SQ YD	@ \$2.00	\$3,120.00
11 EXCAVATION - COMMON (P)	870	CU YD	@ \$10.00	\$8,700.00
12 AGGREGATE BASE (CV) CLASS 5 (P)	440	CU YD	@ \$40.00	\$17,600.00
13 AGGREGATE SUBBASE BREAKER RUN (CV)	260	CU YD	@ \$45.00	\$11,700.00
14 TYPE SP 12.5 NON-WEARING COURSE MIX	220	TON	@ \$120.00	\$26,400.00
15 TYPE SP 12.5 WEARING COURSE MIX	220	TON	@ \$120.00	\$26,400.00
16 SUBGRADE PREPARATION	4	STA.	@ \$500.00	\$2,000.00
17 PVC WYE (SANITARY)	1	EACH	@ \$500.00	\$500.00
18 PVC SANITARY SERVICE PIPE	22	LIN FT	@ \$30.00	\$660.00
19 CORPORATION STOP	1	EACH	@ \$600.00	\$600.00
20 GATE VALVE AND BOX	1	EACH	@ \$4,000.00	\$4,000.00
21 CURB STOP & BOX	1	EACH	@ \$1,000.00	\$1,000.00
22 TYPE K COPPER PIPE	11	LIN FT	@ \$50.00	\$550.00
23 8" PVC WATERMAIN	360	LIN FT	@ \$50.00	\$18,000.00
24 8" DIP WATERMAIN	360	LIN FT	@ \$100.00	\$36,000.00
25 JACK AND BORE 8" HDPE WATERMAIN	100	LIN FT	@ \$50.00	\$5,000.00
26 JACK AND BORE 10" STEEL CASING	100	LIN FT	@ \$500.00	\$50,000.00
27 4" POLYSTYRENE INSULATION	20	SQ YD	@ \$50.00	\$1,000.00
28 DUCTILE IRON FITTINGS	200	POUND	@ \$15.00	\$3,000.00
29 CATCH BASIN, TYPE 1	1	EACH	@ \$3,500.00	\$3,500.00
30 NEW FRAME & RING CASTING	1	EACH	@ \$1,000.00	\$1,000.00
31 CONCRETE CURB AND GUTTER	330	LIN FT	@ \$30.00	\$9,900.00
32 6" CONCRETE DRIVEWAY PAVEMENT/CONCRETE WALK	30	SQ YD	@ \$100.00	\$3,000.00
33 TRAFFIC CONTROL	1	LUMP SUM	@ \$2,000.00	\$2,000.00
34 TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$2,500.00	\$2,500.00
35 SILT FENCE, TYPE HEAVY DUTY	200	LIN FT	@ \$2.00	\$400.00
36 STORM DRAIN INLET PROTECTION	2	EACH	@ \$100.00	\$200.00
37 TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	@ \$1,000.00	\$1,000.00
38 SODDING TYPE LAWN	850	SQ YD	@ \$10.00	\$8,500.00
39 AGGREGATE FOR PIPE FOUNDATION (CV)	10	CU YD	@ \$40.00	\$400.00
40 EXPLORATORY EXCAVATION	2	HOURS	@ \$500.00	\$1,000.00
PVC WATERMAIN			SUB-TOTAL	\$244,000.00
CONTINGENCY				\$24,000.00
ENGINEERING				\$44,000.00
PVC WATERMAIN			TOTAL	\$312,000.00
DIP WATERMAIN			SUB-TOTAL	\$262,000.00
CONTINGENCY				\$26,000.00
ENGINEERING				\$44,000.00
DIP WATERMAIN			TOTAL	\$332,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
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AREA 5 - WABASHA AVENUE - W 5TH STREET TO W 3RD STREET - FULL ROADWAY AND UTILITY RECONSTRUCTION

Item Description		Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1	MOBILIZATION	1	LUMP SUM	@ \$100,000.00	\$100,000.00
2	CLEARING & GRUBBING (TREE)	10	EACH	@ \$1,000.00	\$10,000.00
3	REMOVE WATER MAIN	900	LIN FT	@ \$5.00	\$4,500.00
4	REMOVE SEWER PIPE (SANITARY)	850	LIN FT	@ \$5.00	\$4,250.00
5	REMOVE SEWER PIPE (STORM)	1,300	LIN FT	@ \$7.00	\$9,100.00
6	REMOVE CONCRETE CURB AND GUTTER	1,800	LIN FT	@ \$5.00	\$9,000.00
7	REMOVE CONCRETE WALK/DRIVEWAY PAVEMENT	240	SQ YD	@ \$10.00	\$2,400.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	10	SQ YD	@ \$5.00	\$47.79
9	REMOVE BITUMINOUS ROADWAY PAVEMENT	3,600	SQ YD	@ \$3.00	\$10,800.00
10	REMOVE MANHOLE (SANITARY/STORM)	7	EACH	@ \$1,000.00	\$7,000.00
11	REMOVE GATE VALVE AND BOX	2	EACH	@ \$300.00	\$600.00
12	REMOVE HYDRANT	2	EACH	@ \$500.00	\$1,000.00
13	TOPSOIL BORROW (LV)	250	CU YD	@ \$20.00	\$5,000.00
14	GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	4,120	SQ YD	@ \$2.00	\$8,240.00
15	EXCAVATION - COMMON (P)	2,300	CU YD	@ \$10.00	\$23,000.00
16	AGGREGATE BASE (CV) CLASS 5 (P)	1,150	CU YD	@ \$40.00	\$46,000.00
17	AGGREGATE SUBBASE BREAKER RUN (CV)	690	CU YD	@ \$45.00	\$31,050.00
18	TYPE SP 12.5 NON-WEARING COURSE MIX	480	TON	@ \$120.00	\$57,600.00
19	TYPE SP 12.5 WEARING COURSE MIX	480	TON	@ \$120.00	\$57,600.00
20	SUBGRADE PREPARATION	10	STA.	@ \$500.00	\$5,000.00
21	8" PVC PIPE SEWER, SDR 26	850	LIN FT	@ \$60.00	\$51,000.00
22	15" RC PIPE SEWER	300	LIN FT	@ \$60.00	\$18,000.00
23	24" RC PIPE SEWER	1,000	LIN FT	@ \$75.00	\$75,000.00
24	CATCH BASIN, TYPE 1	11	EACH	@ \$4,000.00	\$44,000.00
25	STORM MANHOLE, 48", TYPE 4	5	EACH	@ \$6,000.00	\$30,000.00
26	PVC WYE (SANITARY)	14	EACH	@ \$500.00	\$7,000.00
27	PVC SANITARY SERVICE PIPE	450	LIN FT	@ \$30.00	\$13,500.00
28	CONNECT TO EXISTING WATER MAIN	3	EACH	@ \$1,500.00	\$4,500.00
29	CONNECT TO EXISTING SANITARY SEWER	3	EACH	@ \$2,000.00	\$6,000.00
30	HYDRANT	3	EACH	@ \$10,000.00	\$30,000.00
31	CORPORATION STOP	14	EACH	@ \$600.00	\$8,400.00
32	GATE VALVE AND BOX	5	EACH	@ \$4,000.00	\$20,000.00
33	CURB STOP & BOX	14	EACH	@ \$1,000.00	\$14,000.00
34	TYPE K COPPER PIPE	530	LIN FT	@ \$50.00	\$26,500.00
35	6" PVC WATERMAIN	40	LIN FT	@ \$50.00	\$2,000.00
36	8" PVC WATERMAIN	900	LIN FT	@ \$50.00	\$45,000.00
37	8" DIP WATERMAIN	900	LIN FT	@ \$100.00	\$90,000.00
38	4" POLYSTYRENE INSULATION	40	SQ YD	@ \$50.00	\$2,000.00
39	DUCTILE IRON FITTINGS	500	POUND	@ \$15.00	\$7,500.00
40	SANITARY MANHOLE	3	EACH	@ \$6,000.00	\$18,000.00
41	CONCRETE CURB AND GUTTER	1,800	LIN FT	@ \$30.00	\$54,000.00
42	6" CONCRETE DRIVEWAY PAVEMENT/CONCRETE WALK	240	SQ YD	@ \$100.00	\$24,000.00
43	3" BITUMINOUS DRIVEWAY PAVEMENT	10	SQ YD	@ \$70.00	\$669.12
44	TRAFFIC CONTROL	1	LUMP SUM	@ \$5,000.00	\$5,000.00
45	TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$10,000.00	\$10,000.00
46	STORM DRAIN INLET PROTECTION	11	EACH	@ \$100.00	\$1,100.00
47	TEMPORARY ROCK CONSTRUCTION ENTRANCE	3	EACH	@ \$1,000.00	\$3,000.00
48	SODDING TYPE LAWN	4,250	SQ YD	@ \$10.00	\$42,500.00
49	AGGREGATE FOR PIPE FOUNDATION (CV)	25	CU YD	@ \$40.00	\$1,000.00
50	EXPLORATORY EXCAVATION	28	HOURS	@ \$500.00	\$14,000.00
PVC WATERMAIN				SUB-TOTAL	\$970,000.00
CONTINGENCY					\$97,000.00
ENGINEERING					\$175,000.00
PVC WATERMAIN				TOTAL	\$1,242,000.00
DIP WATERMAIN				SUB-TOTAL	\$1,000,000.00
CONTINGENCY					\$102,000.00
ENGINEERING					\$175,000.00
DIP WATERMAIN				TOTAL	\$1,277,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 6 - W 3RD STREET - WABASHA AVENUE TO WHITEWATER AVENUE - FULL BIT. REPLACEMENT, SPOT CURB, SANITARY MANHOLE REPLACEMENT, WATERMAIN, AND WATER SERVICES

Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1 MOBILIZATION	1	LUMP SUM	@ \$30,000.00	\$30,000.00
2 REMOVE WATER MAIN	800	LIN FT	@ \$5.00	\$4,000.00
3 REMOVE SEWER PIPE (SANITARY)	20	LIN FT	@ \$5.00	\$100.00
4 REMOVE CONCRETE CURB AND GUTTER	100	LIN FT	@ \$5.00	\$500.00
5 REMOVE CONCRETE WALK/DRIVEWAY PAVEMENT	30	SQ YD	@ \$10.00	\$300.00
6 REMOVE BITUMINOUS ROADWAY PAVEMENT	2,800	SQ YD	@ \$3.00	\$8,400.00
7 REMOVE GATE VALVE AND BOX	2	EACH	@ \$300.00	\$600.00
8 TOPSOIL BORROW (LV)	20	CU YD	@ \$20.00	\$400.00
9 GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	2,800	SQ YD	@ \$2.00	\$5,600.00
10 EXCAVATION - COMMON (P)	1,560	CU YD	@ \$10.00	\$15,600.00
11 AGGREGATE BASE (CV) CLASS 5 (P)	780	CU YD	@ \$40.00	\$31,200.00
12 AGGREGATE SUBBASE BREAKER RUN (CV)	470	CU YD	@ \$45.00	\$21,150.00
13 TYPE SP 12.5 NON-WEARING COURSE MIX	400	TON	@ \$120.00	\$48,000.00
14 TYPE SP 12.5 WEARING COURSE MIX	400	TON	@ \$120.00	\$48,000.00
15 SUBGRADE PREPARATION	8	STA.	@ \$500.00	\$4,000.00
16 8" PVC PIPE SEWER, SDR 26	60	LIN FT	@ \$120.00	\$7,200.00
17 CORPORATION STOP	4	EACH	@ \$600.00	\$2,400.00
18 GATE VALVE AND BOX	2	EACH	@ \$4,000.00	\$8,000.00
19 CURB STOP & BOX	4	EACH	@ \$1,000.00	\$4,000.00
20 TYPE K COPPER PIPE	150	LIN FT	@ \$50.00	\$7,500.00
21 8" PVC WATERMAIN	800	LIN FT	@ \$50.00	\$40,000.00
22 8" DIP WATERMAIN	800	LIN FT	@ \$100.00	\$80,000.00
23 4" POLYSTYRENE INSULATION	40	SQ YD	@ \$50.00	\$2,000.00
24 DUCTILE IRON FITTINGS	500	POUND	@ \$15.00	\$7,500.00
25 SANITARY MANHOLE	1	EACH	@ \$6,000.00	\$6,000.00
26 CONCRETE CURB AND GUTTER	150	LIN FT	@ \$30.00	\$4,500.00
27 6" CONCRETE DRIVEWAY PAVEMENT/CONCRETE WALK	30	SQ YD	@ \$100.00	\$3,000.00
28 TRAFFIC CONTROL	1	LUMP SUM	@ \$2,000.00	\$2,000.00
29 TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$2,500.00	\$2,500.00
30 STORM DRAIN INLET PROTECTION	2	EACH	@ \$100.00	\$200.00
31 TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	@ \$1,000.00	\$1,000.00
32 SODDING TYPE LAWN	200	SQ YD	@ \$10.00	\$2,000.00
33 AGGREGATE FOR PIPE FOUNDATION (CV)	20	CU YD	@ \$40.00	\$800.00
34 EXPLORATORY EXCAVATION	8	HOURS	@ \$500.00	\$4,000.00

PVC WATERMAIN	SUB-TOTAL	\$323,000.00
CONTINGENCY		\$32,000.00
ENGINEERING		\$58,000.00
PVC WATERMAIN	TOTAL	\$413,000.00
 DIP WATERMAIN	 SUB-TOTAL	 \$363,000.00
CONTINGENCY		\$36,000.00
ENGINEERING		\$58,000.00
DIP WATERMAIN	TOTAL	\$457,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

AREA 7 - RICHLAND AVENUE - E 2ND STREET TO CHURCH AVENUE - FULL BIT. REPLACEMENT, CURB ON EAST SIDE,
WATERMAIN, AND WATER SERVICES

Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1 MOBILIZATION	1	LUMP SUM	@ \$50,000.00	\$50,000.00
2 REMOVE WATER MAIN	1,000	LIN FT	@ \$5.00	\$5,000.00
3 REMOVE CONCRETE CURB AND GUTTER	1,000	LIN FT	@ \$5.00	\$5,000.00
4 REMOVE CONCRETE WALK/DRIVEWAY PAVEMENT	150	SQ YD	@ \$10.00	\$1,500.00
5 REMOVE BITUMINOUS ROADWAY PAVEMENT	1,800	SQ YD	@ \$3.00	\$5,400.00
6 REMOVE GATE VALVE AND BOX	4	EACH	@ \$300.00	\$1,200.00
7 TOPSOIL BORROW (LV)	100	CU YD	@ \$20.00	\$2,000.00
8 GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	4,000	SQ YD	@ \$2.00	\$8,000.00
9 EXCAVATION - COMMON (P)	2,230	CU YD	@ \$10.00	\$22,300.00
10 AGGREGATE BASE (CV) CLASS 5 (P)	1,120	CU YD	@ \$40.00	\$44,800.00
11 AGGREGATE SUBBASE BREAKER RUN (CV)	670	CU YD	@ \$45.00	\$30,150.00
12 TYPE SP 12.5 NON-WEARING COURSE MIX	500	TON	@ \$120.00	\$60,000.00
13 TYPE SP 12.5 WEARING COURSE MIX	500	TON	@ \$120.00	\$60,000.00
14 SUBGRADE PREPARATION	10	STA.	@ \$500.00	\$5,000.00
15 CONNECT TO EXISTING WATER MAIN	5	EACH	@ \$1,500.00	\$7,500.00
16 CORPORATION STOP	10	EACH	@ \$600.00	\$6,000.00
17 GATE VALVE AND BOX	7	EACH	@ \$4,000.00	\$28,000.00
18 CURB STOP & BOX	10	EACH	@ \$1,000.00	\$10,000.00
19 TYPE K COPPER PIPE	280	LIN FT	@ \$50.00	\$14,000.00
20 8" PVC WATERMAIN	1,000	LIN FT	@ \$50.00	\$50,000.00
21 8" DIP WATERMAIN	1,000	LIN FT	@ \$100.00	\$100,000.00
22 4" POLYSTYRENE INSULATION	50	SQ YD	@ \$50.00	\$2,500.00
23 DUCTILE IRON FITTINGS	300	POUND	@ \$15.00	\$4,500.00
24 CONCRETE CURB AND GUTTER	1,000	LIN FT	@ \$30.00	\$30,000.00
25 6" CONCRETE DRIVEWAY PAVEMENT/CONCRETE WALK	150	SQ YD	@ \$100.00	\$15,000.00
26 TRAFFIC CONTROL	1	LUMP SUM	@ \$5,000.00	\$5,000.00
27 TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$2,500.00	\$2,500.00
28 TEMPORARY ROCK CONSTRUCTION ENTRANCE	3	EACH	@ \$1,000.00	\$3,000.00
29 SODDING TYPE LAWN	1,500	SQ YD	@ \$10.00	\$15,000.00
30 AGGREGATE FOR PIPE FOUNDATION (CV)	30	CU YD	@ \$40.00	\$1,200.00
31 EXPLORATORY EXCAVATION	20	HOURS	@ \$500.00	\$10,000.00

PVC WATERMAIN	SUB-TOTAL	\$515,000.00
CONTINGENCY		\$51,000.00
ENGINEERING		\$91,000.00
PVC WATERMAIN	TOTAL	\$657,000.00

DIP WATERMAIN	SUB-TOTAL	\$555,000.00
CONTINGENCY		\$55,000.00
ENGINEERING		\$91,000.00
DIP WATERMAIN	TOTAL	\$701,000.00

TABLE 1 - ENGINEER'S OPINION ON PROBABLE CONSTRUCTION COSTS
2026 STREET AND UTILITY IMPROVEMENTS
St. CHARLES, MN
10325.00

**AREA 8 - RICHLAND AVENUE - CHURCH AVENUE TO NORTHERN HILLS TRAIL- FULL BIT. REPLACEMENT,
WATERMAIN, AND WATER SERVICES**

Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
1 MOBILIZATION	1	LUMP SUM	@ \$50,000.00	\$50,000.00
2 REMOVE WATER MAIN	1,300	LIN FT	@ \$5.00	\$6,500.00
3 REMOVE CONCRETE CURB AND GUTTER	30	LIN FT	@ \$5.00	\$150.00
4 REMOVE BITUMINOUS ROADWAY PAVEMENT	3,700	SQ YD	@ \$3.00	\$11,100.00
5 REMOVE BITUMINOUS DRIVEWAY PAVEMENT	50	SQ YD	@ \$5.00	\$250.00
6 REMOVE GATE VALVE AND BOX	1	EACH	@ \$300.00	\$300.00
7 TOPSOIL BORROW (LV)	100	CU YD	@ \$20.00	\$2,000.00
8 GEOTEXTILE FABRIC, TYPE VII, NON WOVEN (P)	3,700	SQ YD	@ \$2.00	\$7,400.00
9 EXCAVATION - COMMON (P)	2,040	CU YD	@ \$10.00	\$20,400.00
10 AGGREGATE BASE (CV) CLASS 5 (P)	1,020	CU YD	@ \$40.00	\$40,800.00
11 AGGREGATE SUBBASE BREAKER RUN (CV)	610	CU YD	@ \$45.00	\$27,450.00
12 TYPE SP 12.5 NON-WEARING COURSE MIX	520	TON	@ \$120.00	\$62,400.00
13 TYPE SP 12.5 WEARING COURSE MIX	520	TON	@ \$120.00	\$62,400.00
14 SUBGRADE PREPARATION	13	STA.	@ \$500.00	\$6,500.00
15 CONNECT TO EXISTING WATER MAIN	2	EACH	@ \$1,500.00	\$3,000.00
16 HYDRANT	1	EACH	@ \$10,000.00	\$10,000.00
17 CORPORATION STOP	2	EACH	@ \$600.00	\$1,200.00
18 GATE VALVE AND BOX	2	EACH	@ \$4,000.00	\$8,000.00
19 CURB STOP & BOX	2	EACH	@ \$1,000.00	\$2,000.00
20 TYPE K COPPER PIPE	70	LIN FT	@ \$50.00	\$3,500.00
21 8" PVC WATERMAIN	1,300	LIN FT	@ \$50.00	\$65,000.00
22 8" DIP WATERMAIN	1,300	LIN FT	@ \$100.00	\$130,000.00
23 4" POLYSTYRENE INSULATION	60	SQ YD	@ \$50.00	\$3,000.00
24 DUCTILE IRON FITTINGS	300	POUND	@ \$15.00	\$4,500.00
25 CONCRETE CURB AND GUTTER	30	LIN FT	@ \$30.00	\$900.00
26 TRAFFIC CONTROL	1	LUMP SUM	@ \$2,000.00	\$2,000.00
27 TEMPORARY WATER SERVICE	1	LUMP SUM	@ \$2,500.00	\$2,500.00
28 TEMPORARY ROCK CONSTRUCTION ENTRANCE	3	EACH	@ \$1,000.00	\$3,000.00
29 SODDING TYPE LAWN	100	SQ YD	@ \$10.00	\$1,000.00
30 SEEDING	0.50	ACRE	@ \$1,500.00	\$750.00
31 AGGREGATE FOR PIPE FOUNDATION (CV)	30	CU YD	@ \$40.00	\$1,200.00
32 EXPLORATORY EXCAVATION	4	HOURS	@ \$500.00	\$2,000.00
PVC WATERMAIN			SUB-TOTAL	\$411,000.00
CONTINGENCY				\$41,000.00
ENGINEERING				\$74,000.00
PVC WATERMAIN			TOTAL	\$526,000.00
DIP WATERMAIN			SUB-TOTAL	\$476,000.00
CONTINGENCY				\$48,000.00
ENGINEERING				\$74,000.00
DIP WATERMAIN			TOTAL	\$598,000.00

TABLE 2 - SUMMARY INCLUDING CONTINGENCY AND ENGINEERING				
PROJECT AREAS				
AREA 1		W 5TH STREET (CITY PARK TO HWY 74) - AREA SANITARY COSTS	TOTAL	\$16,000.00
		W 5TH STREET (CITY PARK TO HWY 74) - AREA PVC WATERMAIN COSTS	TOTAL	\$242,000.00
		W 5TH STREET (CITY PARK TO HWY 74) - AREA DIP WATERMAIN COSTS	TOTAL	\$316,000.00
		W 5TH STREET (CITY PARK TO HWY 74) - AREA STORM COSTS	TOTAL	\$35,000.00
		W 5TH STREET (CITY PARK TO HWY 74) - AREA STREET COSTS	TOTAL	\$356,000.00
		W 5TH STREET (CITY PARK TO HWY 74)-AREA TOTAL W/PVC WM	TOTAL	\$649,000.00
		W 5TH STREET (CITY PARK TO HWY 74)-AREA TOTAL W/DIP WM	TOTAL	\$723,000.00
AREA 2		W 5TH STREET (LOOP WM TO W 4TH STREET) - AREA SANITARY COSTS	TOTAL	\$0.00
		W 5TH STREET (LOOP WM TO W 4TH STREET) - AREA PVC WATERMAIN COSTS	TOTAL	\$48,000.00
		W 5TH STREET (LOOP WM TO W 4TH STREET) - AREA DIP WATERMAIN COSTS	TOTAL	\$73,000.00
		W 5TH STREET (LOOP WM TO W 4TH STREET) - AREA STORM COSTS	TOTAL	\$0.00
		W 5TH STREET (LOOP WM TO W 4TH STREET) - AREA STREET COSTS	TOTAL	\$18,000.00
		W 5TH STREET (LOOP WM TO W 4TH STREET)-AREA TOTAL W/PVC WM	TOTAL	\$66,000.00
		W 5TH STREET (LOOP WM TO W 4TH STREET)-AREA TOTAL W/DIP WM	TOTAL	\$91,000.00
AREA 4		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE) - AREA SANITARY COSTS	TOTAL	\$3,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE) - AREA PVC WATERMAIN COSTS	TOTAL	\$110,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE) - AREA DIP WATERMAIN COSTS	TOTAL	\$130,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE) - AREA STORM COSTS	TOTAL	\$5,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE) - AREA STREET COSTS	TOTAL	\$194,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE)-AREA TOTAL W/PVC WM	TOTAL	\$312,000.00
		W 5TH STREET (HIGHWAY 74 TO WABASHA AVENUE)-AREA TOTAL W/DIP WM	TOTAL	\$332,000.00
AREA 5		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET) - AREA SANITARY COSTS	TOTAL	\$134,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET) - AREA PVC WATERMAIN COSTS	TOTAL	\$263,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET) - AREA DIP WATERMAIN COSTS	TOTAL	\$298,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET) - AREA STORM COSTS	TOTAL	\$183,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET) - AREA STREET COSTS	TOTAL	\$662,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET)-AREA TOTAL W/PVC WM	TOTAL	\$1,242,000.00
		WABASHA AVENUE (W 5TH STREET TO W 3RD STREET)-AREA TOTAL W/DIP WM	TOTAL	\$1,277,000.00
AREA 6		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE) - AREA SANITARY COSTS	TOTAL	\$17,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE) - AREA PVC WATERMAIN COSTS	TOTAL	\$98,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE) - AREA DIP WATERMAIN COSTS	TOTAL	\$142,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE) - AREA STORM COSTS	TOTAL	\$1,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE) - AREA STREET COSTS	TOTAL	\$297,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE)-AREA TOTAL W/PVC WM	TOTAL	\$413,000.00
		W 3RD STREET (WABASHA AVENUE TO WHITEWATER AVENUE)-AREA TOTAL W/DIP WM	TOTAL	\$457,000.00
AREA 7		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA SANITARY COSTS	TOTAL	\$0.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA PVC WATERMAIN COSTS	TOTAL	\$165,000.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA DIP WATERMAIN COSTS	TOTAL	\$219,000.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA STORM COSTS	TOTAL	\$0.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA STREET COSTS	TOTAL	\$482,000.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA TOTAL W/PVC WM	TOTAL	\$647,000.00
		RICHLAND AVENUE (E 2ND STREET TO CHURCH AVENUE) - AREA TOTAL W/DIP WM	TOTAL	\$701,000.00
AREA 8		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA SANITARY COSTS	TOTAL	\$0.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA PVC WATERMAIN COSTS	TOTAL	\$136,000.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA DIP WATERMAIN COSTS	TOTAL	\$208,000.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA STORM COSTS	TOTAL	\$0.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA STREET COSTS	TOTAL	\$390,000.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA TOTAL W/PVC WM	TOTAL	\$526,000.00
		RICHLAND AVENUE (CHURCH AVENUE TO NORTHERN HILLS TRAIL) - AREA TOTAL W/DIP WM	TOTAL	\$598,000.00
PROJECT AREA ALTERNATES				
AREA 3		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA SANITARY COSTS	TOTAL	\$0.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA PVC WATERMAIN COSTS	TOTAL	\$161,000.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA DIP WATERMAIN COSTS	TOTAL	\$233,000.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA STORM COSTS	TOTAL	\$44,000.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA STREET COSTS	TOTAL	\$91,000.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA TOTAL W/PVC WM	TOTAL	\$296,000.00
		W 5TH STREET (EXTENSION OF WM WEST OF CITY PARK) - AREA TOTAL W/DIP WM	TOTAL	\$368,000.00
TOTAL FOR PROJECT AREAS				
		PROJECT TOTAL AND ALL ALTERNATES - SANITARY COSTS	TOTAL	\$170,000.00
		PROJECT TOTAL AND ALL ALTERNATES - PVC WATERMAIN COSTS	TOTAL	\$1,062,000.00
		PROJECT TOTAL AND ALL ALTERNATES - DIP WATERMAIN COSTS	TOTAL	\$1,386,000.00
		PROJECT TOTAL AND ALL ALTERNATES - STORM COSTS	TOTAL	\$224,000.00
		PROJECT TOTAL AND ALL ALTERNATES - STREET COSTS	TOTAL	\$2,399,000.00
		PROJECT TOTAL - W/PVC WM	TOTAL	\$3,855,000.00
		PROJECT TOTAL - W/DIP WM	TOTAL	\$4,179,000.00
GRAND TOTAL FOR ALL PROJECT AREAS INCLUDING ALTERNATES				
		PROJECT TOTAL AND ALL ALTERNATES - SANITARY COSTS	TOTAL	\$170,000.00
		PROJECT TOTAL AND ALL ALTERNATES - PVC WATERMAIN COSTS	TOTAL	\$1,223,000.00
		PROJECT TOTAL AND ALL ALTERNATES - DIP WATERMAIN COSTS	TOTAL	\$1,619,000.00
		PROJECT TOTAL AND ALL ALTERNATES - STORM COSTS	TOTAL	\$268,000.00
		PROJECT TOTAL AND ALL ALTERNATES - STREET COSTS	TOTAL	\$2,490,000.00
		GRAND TOTAL (PROJECT TOTAL AND ALL ALTERNATES) - W/PVC WM	TOTAL	\$4,151,000.00
		GRAND TOTAL (PROJECT TOTAL AND ALL ALTERNATES) - W/DIP WM	TOTAL	\$4,547,000.00



2026 STREET AND UTILITY
IMPROVEMENTS
FIGURE 1

CITY OF ST. CHARLES
WINONA COUNTY, MN

DATE: 09/09/2025

WHKS NO. 10325





PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of St. Charles** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2026 Street and Utility Improvements**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3 - Lump Sum Fee of \$306,000 including Expenses.

Items 4-5 - Billed Hourly with an Estimated Fee of \$278,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of October, 2025

City

By: _____
Printed Name: Andrew Langholz
Title: City Administrator

WHKS & CO.

By: _____
Printed Name: William Angerman
Title: COO, Exec. V.P.

Exhibit A to Professional Services Agreement

A. Project Description:

The project consists of survey, design, and construction services for street and utility improvements including watermain replacement, watermain extension, watermain looping, sanitary replacement, storm sewer replacement, water and sanitary sewer service replacement, bituminous surfacing, partial curb and gutter replacement, and partial sidewalk replacement. The improvement project is to be in the following areas:

1. West 5th Street – East entrance of the City Park to US Highway 74.
2. Watermain looping along West side of US Highway 74 – West 4th Street to West 5th Street
3. Watermain extension along North side of US Highway 14 – East entrance of the City Park to the West City corporate limits
4. West 5th Street – US Highway 74 to Wabasha Avenue
5. Wabasha Avenue – West 5th Street to West 3rd Street
6. West 3rd Street – Wabasha Avenue to Whitewater Avenue
7. Richland Avenue – East 2nd Street to Church Avenue
8. Richland Avenue – Church Avenue to Northern Hills Trail

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend three (3) meetings for the project.

2. Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Gopher State One Call locate system.
- Collect, obtain and review relevant information from the Client.

3. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include soil borings and geotechnical evaluation.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.
- Prepare and submit applicable construction permit application package to Minnesota Department of Health, NPDES, and MnDOT.

4. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.

5. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time, function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 1500 hours of observation and travel time.
- The testing of materials will be included in the bid package as a bid allowance to be paid by the Contractor.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Permits other than those identified above
5. Funding assistance, including grant and/or loan applications
6. Wetland Delineations or mitigation plans
7. Floodplain modeling
8. Water and/or sanitary sewer rate studies
9. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
10. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
11. Structural evaluation and/or design
12. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

**Request for City Council Action**

Date: October 6, 2025

Requested Council Date: October 14, 2025

Originating Department: Administration – City Administrator

Agenda Topic: RCA: Proposal to Adjust Office Hours

Background Information:

City staff have received several requests from residents and contractors to consider adjusting City Hall office hours. The primary concern expressed is that the current schedule (Monday through Friday, 8:00 a.m. to 5:00 p.m.) overlaps with many residents' typical work hours, making it difficult for them to conduct business with the city during the workday.

Proposed Change:

To better accommodate public access and provide flexibility for residents, we are proposing a change to the City Hall office hours as follows:

- Monday – Thursday: 7:00 a.m. – 5:00 p.m.
- Friday: 7:00 a.m. – 11 a.m.

This proposed schedule would reduce the total number of open hours open to the public from 45 to 44 hours since a lunch break would not be necessary on Fridays. However, by extending morning availability, we are able to accommodate the request of residents.

Administrator Langholz has surveyed a handful of other similarly sized communities, most of which employ a variation of the schedule proposed. For example, on Fridays, Dodge Center closes at 1 p.m., Zumbrota closes at noon, and Wabasha closes at 11 a.m. Each city uses a different combination of how they attain their fulltime hours, some close at 4:30 p.m. and afford employees a one-half hour unpaid lunch, while St. Charles office staff are offered a one hour unpaid lunch.



Request for City Council Action

Rationale:

- **Improved Public Accessibility** – Opening earlier allows residents to stop in before their workday begins, which may be especially helpful for those commuting to jobs outside the community.
- **Community Responsiveness** – Several residents have suggested that earlier morning hours would make it easier to pay bills, apply for permits, and conduct city business without needing to take time off work.
- **Employee Considerations** – The proposed hours align with employee preferences for a slightly condensed workweek.

Holiday Accrual:

Under the proposed change, staff will accrue holiday time based on the number of hours in the standard workday on which the holiday is observed, rather than receiving a flat eight hours per holiday. For example, if a holiday falls on a Monday through Thursday, employees will receive 9 hours of holiday time, while a Friday holiday would provide 4 hours. This change ensures that holiday pay aligns with the actual scheduled work hours and maintains equity across the year.

While this approach means that in some years employees may receive slightly more or less total holiday time depending on how holidays fall within the calendar year, over the long term, averaged across a 10-year period, the total holiday hours accrued remain consistent with the current system.

Next Steps:

If after careful consideration, the Council supports this proposal, staff would prepare a communication plan to notify residents of the new hours through the city's website, social media, local newspaper, and on utility bill postcards.

The change could take effect on January 5, 2026, allowing sufficient time for public notice and internal adjustments.

**Request for City Council Action**

Date: October 9, 2025

Requested Council Date: October 14, 2025

Originating Department: Administration – City Administrator

Agenda Topic: RCA: SEMMCHRA Park Land Donation

Background Information:

In 2022, the City of St. Charles, Southeastern Minnesota Multi-County Housing & Redevelopment Authority (SEMMCHRA), and Habitat for Humanity entered into a Development Agreement regarding the development of South Fork Fourth Addition. In this agreement there was a section that discussed a small piece of land that would be dedicated for a future neighborhood park by SEMMCHRA.

The land was unable to be dedicated to the City in 2022 because SEMMCHRA was still paying off a bond that was associated with the property. SEMMCHRA has since paid off the bond and is eager to dedicate this land to St. Charles for a park.

Next Steps:

I am actively working with the CEO/CFO of SEMMCHRA, Buffy Beranek, who is retiring in early November to complete this process. She intends on presenting this to her board on Wednesday, October 15th for approval. Additionally, I am collaborating with our attorney and engineers to generate the appropriate paperwork and full legal description to facilitate the transfer of ownership.

Since this park dedication was discussed in 2022 with both the Planning Commission and the City Council in conjunction with the plat and development agreement, To expedite the process, I have chosen to bypass bringing this topic to the Planning Commission again to get a second approval.



Request for City Council Action

In some instances, a City may require that an environmental assessment be completed prior to receiving such a donation. However, this site was formerly an open field with no existing structures, wells, or other features that would indicate potential environmental contamination. The potential park improvements, such as playground equipment, a basketball court, and landscaping are considered low-impact uses that do not substantially alter the existing topography. Given these conditions, the project does not pose the potential for significant environmental effects, making a full environmental assessment unnecessary. I believe that the council should consider bypassing this requirement.

Site Characteristic and Future Design:

I have attached the plat which contains to park site for your review. As you will see, the total lot is 0.62 acres and has a number of easements including drainage and utility easements and easements for an existing public trail. This leaves approximately 0.35 acres of space available for structures, pavement, and playground equipment. There is not adequate room for a ball field or other large amenities, but that is not the goal of a neighborhood park.

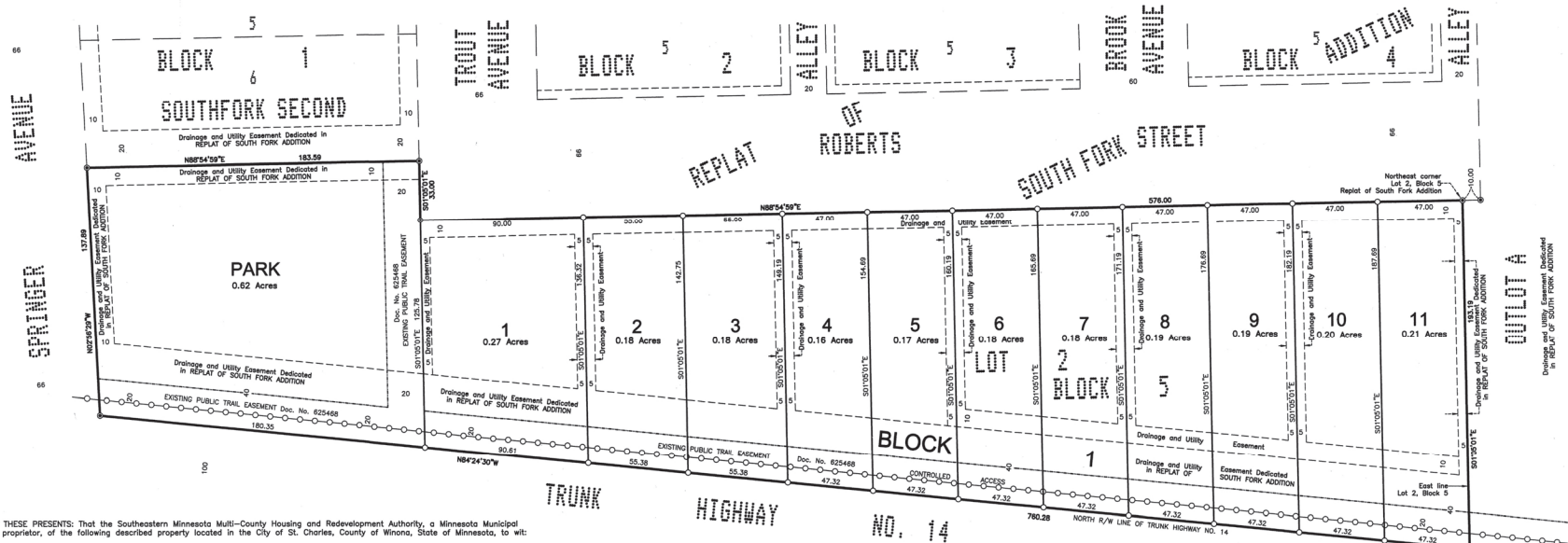
Should both the SEMMCHRA Board and City Council approve this donation, CEDA representative Katrina Hurley and I will generate a plan to make this park come to fruition. A non-exhaustive list of tasks include obtaining neighborhood feedback, determining funding sources and a budget, designing & engineering the layout, securing any necessary permits, obtaining bids/quotes, and finally construction of the park.

Council Action:

I am requesting that the Council discuss the potential donation and consider granting preliminary approval to move forward with its acceptance. Final approval would be done via resolution. However, it is unlikely that this will be prepared by the October 14th council meeting.

OFFICIAL PLAT

SOUTH FORK FOURTH



KNOW ALL PERSONS BY THESE PRESENTS: That the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, a Minnesota Municipal Corporation, owner and proprietor, of the following described property located in the City of St. Charles, County of Winona, State of Minnesota, to wit:

Lot 2, Block 5, REPLAT OF SOUTH FORK ADDITION, according to the plat thereof on file in the Office of the County Recorder, Winona County, Minnesota.

Has caused the same to be surveyed and platted as SOUTH FORK FOURTH, and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat, and does hereby donate to the City of St. Charles the park as shown on this plat.

In witness whereof said Southeastern Minnesota Multi-County Housing and Redevelopment Authority, has caused these presents to be signed by its proper officers this 31st day of August, 2022.

Buffy J. Beranek Cheryl A. Key
Buffy J. Beranek, Executive Director Cheryl A. Key, Chairperson

STATE of Minnesota, COUNTY of Winona

This instrument was acknowledged before me on 31st of August, 2022, by Buffy J. Beranek and Cheryl A. Key.

Sara Fuher Sara Fuher
Signature Print Name

Notary Public, Winona County, Minnesota

My Commission Expires 1-31-2027

I, Brian Wodele, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this 26th day of August, 2022.

Brian Wodele
Brian K. Wodele, Licensed Land Surveyor
Minnesota License Number 46559

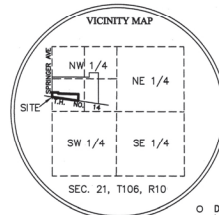
STATE of Minnesota, COUNTY of Winona

This instrument was acknowledged before me on 06/24/22 by Brian K. Wodele, Licensed Land Surveyor, Minnesota License Number 46559.

Zachary M. Stephan Zachary M. Stephan
Signature Print Name

Notary Public, Winona County, Minnesota

My Commission Expires: January 31, 2026



CITY COUNCIL, CITY OF ST. CHARLES, MINNESOTA

This Plat of SOUTH FORK FOURTH was approved and accepted by the City Council of the City of St. Charles, Minnesota at a regular meeting thereof held this 17th day of August, 2022, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of St. Charles, Minnesota
By: [Signature] City Administrator

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this 26th day of August, 2022.

Brian Wodele
Brian K. Wodele, Winona County Surveyor
Minnesota License No. 46559

COUNTY AUDITOR/TREASURER, WINONA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2022 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this 2nd day of September, 2022.

Sandra Juchla by Cheryl A. Key Deputy
Sandra J. Juchla, Winona County Auditor/Treasurer

COUNTY RECORDER, COUNTY OF WINONA, STATE OF MINNESOTA

I hereby certify that this plat of SOUTH FORK FOURTH was filed in the office of the County Recorder for public record on this 2nd day of September, 2022, at 2:00 o'clock P.M. and was duly filed as Document No. 64497

Robert J. Bambenek
Robert J. Bambenek, Winona County Recorder

By: [Signature] Deputy

The bearings shown hereon are based on the Original Plat of REPLAT OF SOUTH FORK ADDITION
0 30 90
1 inch = 30 Feet
Scale in Feet

JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
4240 West 5th Street, Winona, MN 55987
(507)454-4134, FAX (507)454-2544
bjohns@jsemail.com

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