

The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, November 28,

2023 at 6:00 p.m. at 830 Whitewater Avenue, City Council Chambers, St. Charles, MN.

**ACTION REQUESTED** 

**APPROVE** 

**APPROVE** 

1. Call to Order

**ITEM** 

2. Pledge of Allegiance

3. November 28, 2023 Agenda

4. Consent Agenda

a. Resolution #34-2023 Certifying Polling Place for Election

b. Resolution #35-2023 Cigarette License

c. Resolution #36-2024 Liquor Licenses

d. Resolution #37-2023 Waste Management Rates 2024

e. CardConnect Merchant Services Agreement

f. 2024 CEDA Contract

5. Notices and Communications

6. Review of Financials

7. Preliminary Enterprise Fund Budgets	INFORMATION
8. Ordinance #656 Amending Water Rates (1st Reading)	APPROVE
9. Ordinance #657 Amending Sewer Rates (1st Reading)	APPROVE
10. Ordinance #658 Amending Admin Fines and Fees (1st Reading)	APPROVE
11. Police Squad – Early Lease Payoff	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, November 28, 2023

## 4. Consent Agenda

- a. Resolution #34-2023 Certifying Polling Place for Election Please see the enclosed annual resolution required by the State.
- b. Resolution #35-2023 Cigarette Licenses Please see the enclosed resolution.
- c. Resolution #36-2023 Liquor Licenses Please see the enclosed resolution.
- **d.** Resolution #37-2023 Waste Management Rates 2024 The rate increase from Waste Management is 4%. Our contract follows the Consumer Price Index, which was higher than 4% for the previous year, however our contract caps the increase at 4%. I'm proposing an increase from \$0.75 to \$1.35 per month to cover administrative costs. This increase is necessary to have a near balanced budget. A monthly bill for a residence with a 64 gallon garbage cand and recycling bin will increase by \$1.28 per month.
- e. CardConnect Merchant Services Agreement The city currently uses software called Civic Rec. This is where all bookings and payments are submitted for park rentals, pool related items, and community center rentals. Civic Rec used to do the processing of the payments; however, they are no longer providing that service, so we found another vendor. Attached is a merchant services agreement from CardConnect to process our credit card payments. The processing fee is 3.5%, which we will make up for with the rate increases we've proposed.
- **f. 2024 CEDA Contract** Enclosed is the proposed CEDA contract that reflects a 5% increase to the previous contract.
- **7. Preliminary Enterprise Fund Budgets** Enclosed is a memo regarding the Enterprise Funds.
- **8.** Ordinance #656 Amending Water Rates (1st Reading) Please see enclosed ordinance for consideration.

- 9. Ordinance #657 Amending Sewer Rates (1st Reading) Please see enclosed ordinance for consideration.
- **10.** Ordinance #658 Amending Admin Fines and Fees (1st Reading) Please see enclosed Ordinance for consideration. I'm still working through the building permit process for 2024, one thing that is for sure is that rates will increase. I have included the proposed set of increases that take effect in January and will update them again once they have been solidified. All other rate changes were discussed with the council previously.
- 11. Police Squad Early Lease Payoff Based off of a recommendation from Mike Bubany, Accountant Adam Zieman contacted the financing agency to determine if there was a penalty for paying off the squad lease early. He was informed that if the lease was paid off within the first year there was no additional fee. If it was paid off early after the first year, we'd incur a 2% fee. Luckily, we're still barely within the first year so the payoff amount would be \$132,662.70. This move will save the city \$14,514.21 in interest payments. I recommend that the council make a motion to approve paying off the squad car lease early.

#### **Resolution #34-2023**

# A RESOLUTION DESIGNATING THE POLLING PLACE FOR EACH ELECTION WITHIN THE CITY OF ST. CHARLES, MINNESOTA

**WHEREAS**, the City of St. Charles is required to certify polling places by December 31, and

**WHEREAS**, per Minnesota State Statute 204B.16.subd.1, which requires each municipality to designate by ordinance or resolution a polling place for each election precinct,

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

the following polling site be approved for all primary and general elections:

St. Charles City Hall 830 Whitewater Avenue St. Charles, MN 55972

Adopted by the Council of the City of St. Charles, Minnesota this 28th day of November 2023.

		John Schaber, Mayor	
Attest:			
	Andrew Langholz, City Administrator		

### **Resolution #35-2023**

### A RESOLUTION APPROVING CIGARETTE LICENSES

**WHEREAS**, the following businesses have applied to the City of St. Charles for cigarette licenses for the year 2024:

Business	Address
DG Retail, LLC	1354 Whitewater Avenue
Gurek, Inc.	518 West 6 <sup>th</sup> Street
Kwik Trip #754	160 East 6 <sup>th</sup> Street
Love's Travel Stop #844	2102 Enterprise Drive
Miller's Market	1337 Whitewater Avenue
Whitewater Travel Plaza	2850 Whitewater Avenue

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

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

Adopted by the Council of the City of St. Charles, Minnesota this 28th day of November 2023.

		John Schaber, Mayor
Attest:		
	Andrew Langholz, City Administrator	-

## **Resolution #36-2023**

## A RESOLUTION APPROVING LIQUOR LICENSE

**WHEREAS**, the following businesses have applied to the City of St. Charles for liquor licenses for the year 2024:

Business	Address	License
DJ Liquor	1415 Whitewater Avenue	Off-Sale
Good Sport Liquor	149 East 6 <sup>th</sup> Street	On-Sale, Off-Sale, Sunday
Gurek, Inc	518 West 6 <sup>th</sup> Street	3.2 Off-Sale Malt Liquor
Love's Travel Stop #844	2102 Enterprise Dr	3.2 Off-Sale Malt Liquor
Moose Lodge #1114	166 West 11th Street	Club On-Sale, Sunday
St. Charles Golf Course	1920 Gladiola Drive	On-Sale, Sunday
The Garage Rentals, LLC	361 West 5th Street	On-Sale

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

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

Adopted by the Council of the City of St. Charles, Minnesota this 28th day of November, 2023.

		John Schaber, Mayor
Attest:		
70**	Andrew Langholz, City Administrator	_

## CITY OF ST. CHARLES RESOLUTION #37-2023

#### A RESOLUTION AMENDING THE GARBAGE AND RECYCLING RATE

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

**WHEREAS**, the City of St. Charles acknowledges the 2024 rates of the approved contract with Waste Management for refuse and recycling as follows:

#### WASTE MANGEMENT RATE INCREASE

32 gallon cart service \$11.38 to \$11.81 for trash and \$4.82 to \$5.01 for recycling 64 gallon cart service \$12.21 to \$12.70 for trash and \$4.82 to \$5.01 for recycling 96 gallon cart service \$13.52 to \$14.06 for trash and \$4.82 to \$5.01 for recycling

WHEREAS, in addition to the Waste Management increase the City of St. Charles will charge a monthly fee to each trash service in order to recover expenses associated with garbage collection service, bad debt, postage, and administrative time from, this will increase from \$0.75 to \$1.35; and

WHEREAS, the total WASTE MANAGEMENT RATE (not including applicable Solid Waste Mgmt. tax and a Winona County Surcharge) will be:
32 gallon cart trash service will be \$13.16 and \$5.01 for recycling
64 gallon cart trash service will be \$14.05 and \$5.01 for recycling
96 gallon cart trash service will be \$15.41 and \$5.01 for recycling

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

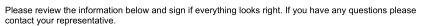
# NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA:

The new rates for garbage and recycling will go into effect January 1, 2024.

Adopted by the Council of the City of St. Charles, Minnesota this day, November 28, 2023.

	John Schaber, Mayor
ttest:	
Andrew Langholz, City Administrator	<del></del> r

# **Merchant Processing Application and Agreement**





### **BUSINESS DETAILS**

			CONTACT IN	IFORMATION				
First Name				Last Name				
Email				Phone Number				
			BUSINESS IN	NFORMATION				
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)								
Business Legal Name				DBA Name				
Tax Filing Name				Tax Filing Method	☐ EIN ☐ SSN			
Tax ID (EIN)								
Type of Ownership  Government Individual / Sole Proprietor LLC Non-Profit Org Private Corporation Partnership Public Corporation Tax Exempt								
Stock Exchange (Only a	applicable for Pub	olic Corporations)		Stock Ticker Symbol			(NYSE or NASDAQ)	
Industry (MCC)				Business Description				
Industry Options	Quasi Cash			Business Start Date				
Website				Business Phone				
BUSINESS ADDRESS  BUSINESS LEGAL MAILING ADDRESS						ESS		
Street Address 1				Street Address 1				
Street Address 2		City		Street Address 2		City		
State		ZIP		State		ZIP		
Country				Country				
	OWNER INFORMATION							
Please provide the fo	ollowing information			directly, 25% or more of the		your business, or wh	no have significant	
			•	ER INFORMATION				
First Name		Last Name		Street Address 1				
Title				Street Address 2		City		
CEO CFO C			rtner 🔲 President	State		ZIP		
% Ownership	%	Personal Guarantee	Yes	Country				
SSN		Date of Birth						
Mobile Phone								
Email								
			ADDITIONAL BUS	SINESS OWNER (1)				
First Name		Last Name		Street Address 1				
% Ownership	%	SSN		Street Address 2		City		
Date of Birth		Mobile Phone		State		ZIP		
				Country				

	ADDITIONAL BUSINESS OWNER (2)						
First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
		,		Country			
			455 E 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
			ADDITIONAL BUS	SINESS OWNER (3)			
First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth		Mobile Phone		State		ZIP	
				Country			
			ADDITIONAL BUS	SINESS OWNER (4)			
First Name		Last Name		Street Address 1			
% Ownership	%	SSN		Street Address 2		City	
Date of Birth	7	Mobile Phone		State		ZIP	
Date of Birtin		Wiobile Filone				Zir	
				Country			
BANKING AND PROCESSING							
DEPOSIT BANK ACCOUNT					WITHDRAWAL BANK ACCOUNT		
Bank Name  Withdrawal account is not required if it is the same as the Deposit account.  Bank Name						osit account.	
Account Type							
Routing Number		Account Number		Account Type	Checking S		
				Routing Number		Account Number	
	PROCESSIN	NG VOLUME		PRO	DUCT / SERVIC	E DELIVERY WIN	Dows
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Average Transaction	n Amount	\$			14 Days 🔲 13–30	Days 1 30+ Days	
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In Person			%	Do you use any thir	d party provider (1	「PP) to store, process	s or transmit
Telephone			%	Electronic Data Capt		t are not limited to web ns, software)	o hosting companies,
Online			%	Yes No If so, please provide	third party provider	information:	
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						\$	
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		SHIP EQUI	PMENT TO			
Ship To Attention			Ship To Email			
Street Address 1						
Street Address 2			City			
State			ZIP			$\overline{}$
Country						
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	AMERICAN EXPRESS DISCOVER					
Amex Program	Amex OptBlue 🔲 Am	nex ESA	Discover Program	Discover Full ACC	Discover EASI	
Amex ESA SE	IATA	A/ARC Number	Discover EASI SE			
			Discover Industry Opt	ions		
			Enable Incremental	Authorizations		
			Debt Repayment Pr	ogram		
		PRICING IN	FORMATION			
		PRIC	CING			
Discount Frequency			Funding Rollup			
Monthly Daily	☐ Monthly ☐ Daily ☐ Net Fees and Deposits ☐ Separate Fees and Deposits ☐ Individual Batches					
		DUES & AS	SESSMENTS			
In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.						ctions to you. ts
		PROG	GRAM			
Merchant Surch	arge Program					
A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.  You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2)						
returns, or chargeba refund that you subr assess a Surcharge (5) you will be respo present transactions limited to, Connectic any time you apply t provided to you on a standards (including	ncks); (3) you will pay init, as well as any other for the portion of the formsible to refund Cardles on cardholders whos but, Massachusetts, Puthe MSP; and (7) we not man "as-is, with all faults	dit Card and Debit Card transactions on gus the Transaction Fee (the fixed charge er fees or charges reflected in this merch transaction that is tip on paper, and you volders any Surcharge you assess in the ebilling ZIP code corresponds to states uerto Rico), you will be responsible to panay change or cancel this Merchant Surcs" basis. Your use of the MSP does not: (ect your obligation to comply with laws, Cent.	per transaction reflected beant processing agreement will be responsible to pay us amount billed on such traror US territories where Sury us the Discount Fee for sharge Program upon notice 1) guarantee compliance versions agreement of the surface	elow for each Debit and which are not r is the Discount Fee nsaction; (6) you will recharging is prohibite such transactions, a e to you. We disclai with any laws, Card	Card transaction) for each sale a replaced by the MSP; (4) you will for the gross amount of all tips or not assess a Surcharge for carc dby Applicable Law (including band you will comply with Applicable mall warranties regarding the MOrganization Rules, or applicable	and I not n paper; d not but not le Laws SP; it is
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WRIGHT EXPRESS						
Discount Fee		%				
Transaction Fee	\$	/ Each				
Chargeback Fee	\$	/ Each				
Retrieval Fee	\$	/ Each				

CARDPOINTE A	ND GATEWAY	FEES
Setup Fee	\$	(One Time)
CardPointe Monthly Platform Fee	\$	/ Monthly
Gateway Monthly Fee	\$	/ Monthly
Gateway Transaction Fee**	\$	/ Each
**Gateway Transaction Fee and Trans together and billed on your m		

TRANS	ARMOR	
TransArmor Data Protection		
TransArmor Monthly Fee	\$	/ Monthly

		MONTHLY AND MIS	SCELLANEOUS FEES	
Application Fee	\$	(One Time)	Regulatory Product Fee	\$ / Monthly
Minimum Processing Fee	<b>\$</b> 15	/ Monthly	PCI Non-Compliance Fee	\$ / Monthly
DDA Rejects	\$ 25	/ Each	Wireless Fee	\$ / Monthly
Statement Fee	\$	/ Monthly	Wireless Activation Fee	\$ (One Time)
Chargeback Fee	\$ 25	/ Each	AMEX North Program Cost Fee	%
Retrieval Fee	\$	/ Each	PCI Annual Fee	\$ / Annual
Annual Membership Fee	\$	/ Annual	PCI Concierge Monthly Fee	\$ / Monthly

## CONFIRMATION **EARLY TERMINATION FEE** The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term). \$ Early Termination Fee **Client Initials** PERSONAL GUARANTEE In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable. Signature Date **AGREEMENT APPROVAL** Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

laundering activities, Servicers obtain, verify, and record certain information including you purposes while processing this MPA, as described in the USA Patriot Act.  Client certifies, under penalties of perjury, that the federal taxpayer identification number terms of this Merchant Processing Application and Agreement. This Merchant Processor Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank and Agreement of the provision of the Se	ur full name, physical address, and any other information needed for identity verification and corresponding filing name provided herein are correct. Client agrees to all the g Application and Agreement will not take effect until Client has been approved and this ank will occur upon the earlier of the execution of this Merchant Processing Application
SIGN YOUR AGREEMENT	CARDCONNECT LLC
Date Date	Application Approved By: Signature Title Date
WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND	PROCESSOR INFORMATION
MASTERCARD INTERNATIONAL, INC.)  By: First Data Merchant Services LLC, pursuant to a limited power of attorney  Signature	Name CardConnect LLC  1000 Continental Drive, Suite 300, King of Prussia Address PA, 19406  URL www.cardconnect.com  Customer Service (Phone) 1-877-828-0720

## **Contract for Professional Services**

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter "CEDA", and the Economic Development Authority of the City of St. Charles, an agency or affiliate of a political subdivision of the State of Minnesota, hereafter "the Authority", to define the terms by which CEDA shall provide technical and management expertise services to the Authority.

- **I.** <u>Agreement scope and purpose.</u> The Authority hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the Authority more effectively accomplishing:
  - \* Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
  - \* Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
  - \* The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
  - \* The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources
- II. <u>Services to be provided by CEDA</u>. CEDA agrees to provide technical and management expertise in the form of staff and materials to the Authority. Staff's services, and associated materials, will be provided in order to facilitate and support the accomplishment of the Authority's undertakings to the ends described in the preceding paragraph. CEDA's staff and materials shall be made available toward efforts in the following specific arenas of the Authority's needs and operations:
  - \* Accessing of grantor funding for the Authority's economic development programming
  - \* Providing loan packaging services for the Authority's business assistance programs
  - \* Administering local, regional and state revolving loan funds, if appropriate
  - \* Drafting the Authority's Economic Development Annual Work Plan(s)
  - \* Planning, facilitating, and/or directly conducting the Authority's community and business development projects, including as necessary, staffing those projects as directed by the Authority in consultation with CEDA. These efforts shall include (but are not limited to), the following:
    - \* seeking city and county involvement
    - \* developing relationships and partnerships to enhance the Authority's goals
    - \* preparing economic development guidelines
    - \* promoting the use of local assets to support and promote value-added processes and unique based businesses
  - \* Assisting with local surveys related to business and industry, community, and land and buildings
  - \* Assisting with the Authority's economic development marketing efforts and coordination through website development and maintenance
  - \* Coordinating and hosting forums in which the Authority's economic development programming are open for the public's review

# III. Obligations of the Authority.

- A. The Authority shall reimburse CEDA for staff time provided at the rate of \$43,373not to exceed annually. This is based on an average of forty eight hours per month.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the Authority in writing prior to the provision of the materials.

C. The Authority shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

# IV. Obligations of CEDA.

- A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the Authority under this Agreement neither creates a release of CEDA staff to employment at the Authority nor makes such staff subject to supervision by the Authority.
- B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the Authority or to bind the Authority in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.
- C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the Authority with certification of such coverage.
- D. CEDA shall be responsible to invoice the Authority for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.
- V. <u>Period/Termination</u>. The term of this Agreement is one year, commencing January 1, 2024. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the Authority or by the Authority to CEDA. Upon termination, the Authority shall be liable to pay CEDA for services performed at \$43,373 per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.
- VI. <u>Construction of Agreement.</u> This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

### **CITY OF ST. CHARLES**

Ву		
Its	City Administrator	
Date _		
D		
Its Date	Mayor	

#### COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES

By Kan Ligh

Its CEO/President

Date October 17, 2023

#### INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW LANGHOLZ

**SUBJECT: 2024 ENTERPRISE BUDGETS** 

**DATE:** 11/22/2023

Below I will discuss each of the enterprise funds and any significant changes for 2024. I also included a little information on the CIP fund, to discuss the ramifications of the fund based off items Mike Bubany of David Drown Associates presented.

- 72 Sewer Fund Overall, I'm in agreement with Mr. Bubany and the council's determination of a 3.5% increase in revenues for the sewer fund. The increase covers our estimated increased expenses and has the potential to build our reserves very slightly by approximately \$6,000. However, I do want to clarify for the council, if a 3.5% increase is followed annually through 2034, the cash balance reserve is projected to remain relatively steady. This does means that we'd be limited on what we can draw down from our cash reserves to offset a portion of a new bond, or that we would need to consider financing equipment purchases if they are not already outlined on the Master Plan. If either of those occur, we'd need to raise rates by a fair margin.
- 71 Water Fund A 2.5% increase was presented to the council. If this increase was followed through 2034, the fund would have a healthy cash reserve balance and would give us the ability to pay cash for the proposed Oakview Watermain project slated for 2034. This would allow us to avoid expenses associated with bonding and interest payments, which would likely cost the city an extra \$100,000+.
- 73 Storm Sewer Fund There is no proposed increase in storm sewer rates for 2024. The fund continues to increase in cash reserves steadily. We did discuss the West Side Rock Drainage project that has a soft target date of 2028. This date isn't set in stone, it appears that this project was added to put it on the council's radar to better understand the potential cost and extent of the project. The project will require bonding to pay for the project, and we would likely be able to use some cash reserves to offset a small portion of the total cost.
- 70 Electric Fund There is no proposed increase in electric rates for 2024. Rates were adjusted significantly over the previous two years. A large portion of this increase was due to the rapid increase in the cost to purchase power. The increase was so significant that a reserve fund which was established to counteract volatile market conditions was fully utilized. This fund began with more than 10 million dollars. Even after that, St. Charles was still required to repay more than \$400,000 in rate mitigation fees in 2023. While our outstanding balance will be paid off by the end of this year, we are required to continue paying a much smaller amount to build up the reserve fund. A large electrical project initially slated for 2023 was pushed back to 2024. I believe we are in a position to move forward with this project as long as the council approves an interfund loan from the CIP fund to the Electric fund as mentioned by Mr. Bubany. While I'm still finalizing the details, in December I will be proposing an interfund loan of \$500,000 at a 3% interest rate, to be paid back in 3 years. This loan is able to be paid back in that period of time due to the reduction in our rate mitigation payments.

25 - Capital Improvement Fund – The consensus was to lower the final CIP levy from \$300,000 to \$260,000 for 2024. The CIP fund health is able to absorb the interfund loan to the Electric fund and bounce back before any other planned large expenditures. I will continue to work with department heads to fully flesh out the Master Plan.

Ultimately, I believe that the enterprise budgets are in good shape. Small to moderate increases should be expected nearly every year moving forward to make sure we maintain the health of each fund. It is far easier to maintain a fund rather than to make large corrections similar to what we're seeing with our preliminary levy due to the ambulance and CIP.

#### CITY OF ST. CHARLES

### **ORDINANCE #656**

# AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA AMENDING ST. CHARLES CODE - WATER RATES AND REPEALING ORDINANCE #641

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

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

## §51.03 WATER RATES

- (A) Base charge. Each water user shall pay a base charge of (17.56) \$17.95 per month during which water service is furnished.
- (B) Commodity charge. Each water user shall pay a commodity charge per 1,000 gallons of water use for each billing period during which water service is furnished based on an incremental tier structure.

Water - Residential		
Tier 1 (0 to 20,000 gallons):	(\$3.58)	\$3.68 /1,000 gallons
Tier 2 (20,001 to 80,000 gallons):	<del>(\$3.69)</del>	\$3.80 /1,000 gallons
Tier 3 (80,001 gallons and above):	(\$3.81)	\$3.92 /1,000 gallons
Water — Commercial/Industrial		
Water — Commercial/Industrial Tier 1 (0 to 102,000 gallons): Tier 2 (Above 102,001 gallons):		\$3.68 /1,000 gallons \$3.80 /1,000 gallons

Section 2: This Ordinance shall take effect thirty days after its publication or on January 19th, 2024, whichever is later.

Adopted this 12<sup>th</sup> day of December 2023 by the City Council of the City of St. Charles, Minnesota.

		John Schaber, Mayor	
Attest:			
	Andrew Langholz, City Administrator		

# Ordinance #656

First Reading:			
Date:	_		
Ayes:			
Nays:			
Absent:			
Abstain:			
Second Reading:			
Date:			
Ayes:			
Nays:			
Absent:			
Abstain:			
Published:			
Date:			

## CITY OF ST. CHARLES

## **ORDINANCE #657**

# AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA AMENDING ST. CHARLES CODE - SEWER RATES AND REPEALING ORDINANCE #644

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

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

# §52.08 SEWER RATES

- **Subd. A.** Residential sewer use shall be established annually by the amount of water incurred.
- **Subd. B.** The rates for residential, commercial, and industrial property are as follows:
  - (1) \$(16.89) \$17.19 base rate per user per month, for the first meter in each residential household.
  - (2) (6.81) \$7.01 District charge per 1,000 gallons
  - (3) (0.25) 0.35 City charge per 1,000 gallons

Effective Date: This Ordinance shall take effect 30 days upon publication or on January 19th, 2024, whichever is later.

Adopted this 12<sup>th</sup> day of December 2023 by the City Council of the City of St. Charles, Minnesota.

		John Schaber, Mayor	
Attest:			
	Andrew Langholz, City Administrator		

# Ordinance #657

First Reading:			
Date:			
Ayes:			
Nays:			
Absent:			
Abstain:			
Second Reading:			
Date:			
Ayes:			
Nays:			
Absent:			
Abstain:			
Published:			
Date:			
-			

#### CITY OF ST CHARLES ORDINANCE #658

# AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE SCHEDULE OF FEES FOR THE CITY OF ST. CHARLES AND REPEALING ORDINANCE #653

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

**WHEREAS**, the administrative and public works operation of the City of St. Charles often requires fees to be charged for services rendered or for materials sold:

**WHEREAS**, the administrative and public works operation of the City of St. Charles often requires fees to be charged for services rendered or for materials sold;

#### THE CITY OF ST. CHARLES DOES ORDAIN:

Copy Machine			
Interoffice		\$0.05	Per copy
General Public		\$0.25	Per copy
Faxes			
Interoffice		\$0.25	Per page
General Public		\$1.00	Per page
Maps			
Size: 1" = 800'		\$3.00	
Size: 1" = 400'		\$5.00	
Size: 1" = 200'		\$20.00	
Mileage			
City Car Available	(\$0.45)	80% 2024 IRS Rate	
City Car Unavailable	<del>(\$0.575)</del>	2024 IRS Rate	
Meal Per Diem			
Breakfast		\$10.00	
Lunch		\$15.00	
Dinner		\$20.00	
Books and Manuals			
Comprehensive Plan		\$25.00	Per copy
City Budget Documents		\$25.00	Per copy
Capital Improvement Plan		\$10.00	Per copy
Zoning Ordinance		\$10.00	Per copy
Subdivision Regulations		\$10.00	Per copy
City Charter		\$10.00	Per copy
Police/Accident Reports		\$5.00	Per copy
Digital Media Copy (DVD/CD)		\$30.00	Per initial copy
- additional copy of DVD/CD		\$5.00	Per additional copy

Replacement Tag		\$0.00	
		7	
		Φ	
Chicken License (1 Year)		\$25.00	
Specialty Licenses			
Specialty Licenses			
ATV Permit Fee (2 year)		\$25.00	
·			
Dance Permit Fees			
Dance		\$10.00	
	(\$100.00)	· · · · · · · · · · · · · · · · · · ·	Per officer
	(\$100.00)	<u>\$200.00</u>	
Additional Officer Hours	<del>(\$25.00)</del>	<u>\$50.00</u>	Each additional hour
	(+-0)	4,00.00	
a			
Community and Pavilion Center Rental			
	<del>(\$20.00)</del>	\$25.00	Per hour
<u> </u>	<del>(\$20.00)</del>	<u>\$25.00</u>	Per hour
<u> </u>			
- Non-profit rate	(\$15.00)	\$20.00	Per hour
<u> </u>	<del>(\$15.00)</del>		
<u> </u>	(Ψ±0.00)		
<u> </u>	,, <u> </u>		
Saturday - Sunday		\$200.00	Weekend Deposit
Kitchen Charge (weekend only if available)		\$20.00	(\$10 paid to Senior Center)
Michen Charge (weekend only if available)		φ20.00	(\$10 paid to Semor Center)
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D 111 D 1 1 01	<b>(</b> )	,	
Pavilion Rental Charge	(\$25.00)	\$30.00	5-hour increment
	(ψ <b>∠</b> ე <del>.υυ)</del>		o nour merement
Pavilion Deposit Charge		<u>\$50.00</u>	
- (7 am-noon, noon-5 pm, 5 pm-10pm)		<u> </u>	

Church Property Rental (Including deck)			
Base Rate (3 hour rental)	<del>(\$150.00)</del>	<u>\$180.00</u>	
<u>Per Additional Hour</u>	<del>(\$50.00)</del>	<u>\$60.00</u>	
Rental Deposit		\$200.00	

Administrative Fines/Fees		
Statute/Ordinance Description	Fine/Fee	
- Building Code Violation (various)	\$50.00	
- Failure to License animals	\$25.00	
- Various Offenses; animals	\$25.00	
- Public Nuisance (various)	\$50.00	
- Snowmobile Violations	\$50.00	
- Failure to License ATV	\$50.00	
- Garbage Refuse Scavenging	\$25.00	
- Vehicle on Bike Path	\$25.00	
- Loud music/party (certain hours)	\$50.00	
- Unauthorized service/meter tampering	\$50.00	
- Snow Parking (§70.10)	\$25.00	

Zoning and Subdivisions			
Conditional Use Permit; Home Occupation Permit; Variance	<del>(\$50.00)</del>		
& Zoning Amendments – Publishing/Mailing/Recording	<u>\$25</u>	0.00	
A) Published Legal Notice	<del>(\$50.00)</del>		
B) 0-10 Mailed Area Notices	<del>(\$45.00)</del>		
C) 11-20 Mailed Area Notices	<del>(\$50.00)</del>		
D) 21-30 Mailed Area Notices	<del>(\$55.00)</del>		
E) Excess Mailed Area Notices	(\$60.00)		
Preliminary Plat Application			
A) Application	\$92	5.00	
B) Each Lot in Subdivision	\$2	5.00	
Final Plat Application			
A) Application	\$92	5.00	
B) Each Lot in Subdivision	\$2	5.00	
Subdivision Inspection Fees			
Street & Utility Inspection Fee	\$4,50	o.oo Up to	15 lots
- Additional lot Inspection Fee (16+ lots)	\$30	0.00 Per ad	lditional lot
Parkland Dedication Fee			
Per Residential Lot	\$65	0.00	
Per Commercial/ Industrial Acre	\$25	0.00	
Hook-Up Fees			
Sanitary District Connection Fee -Single Family	\$2,64	0.00	
Sanitary District Connection Fee Multi-Family			
Without Individual Laundry	\$2,11	5.00	
Sanitary District Connect Fee Multi-Family Without			
Garbage Disposal or Dishwasher	\$1,98	0.00	
Sanitary District Connect Fee Multi-Family Laundry	\$1,58	0.00	

Facilities, Without Garbage Disposals or Dishwasher		
Water Hook-Up Fee	\$700.00	
Sewer Hook-Up Fee	\$800.00	
Temporary/Permanent Electric Hookup	\$50.00	
Water & Sewer Impact Fee		
Water \$1,350.00/Sewer \$2,500.00	\$3,850.00	Per acre
Water Disconnection/Reconnection Fee	<u>\$50.00</u>	
Electrical Disconnection/Reconnection Fee		
<u>Single Phase</u>	<u>\$50.00</u>	
Three Phase	<u>\$150.00</u>	
Meter Deposit		
Residential Owner Occupied	\$50.00	
Residential Tenant	\$75.00	
Commercial	\$100.00	
Solar Application Fee		
<20 kW	\$100.00	
20 – 39.9 kW	\$250.00	
Pre-application/electrical engineer review	\$300.00	

Miscellaneous Building Permit Fees			
Install New Fireplace/Woodstove	<del>\$35.00</del> <u>\$100.00</u>	Install Gas Pipe Line	<del>\$50.00</del> <u>\$100.00</u>
Replacement of Fireplace Gas Insert	<del>\$25.00</del> <u>\$100.00</u>	Roof Top (HVAC)	<del>\$95.00</del> <u>\$100.00</u>
Replace Furnace	<del>\$50.00</del> <u>\$100.00</u>	Re-Roof	<del>\$50.00</del> <u>\$100.00</u>
Install Air Conditioner	<del>\$50.00</del> <u>\$100.00</u>	Re-Side	<del>\$50.00</del> <u>\$100.00</u>
Install Water Heater	<del>\$50.00</del> <u>\$100.00</u>	Pool/Spa/Hot Tub (5000 gal. or	<del>\$50.00</del> <u>\$100.00</u>
		less)	
Demolition	<del>\$75.00</del> <u>\$175.00</u>	Reactivate permit	\$25.00
Sump Pump Inspection	\$50.00	Fence Permit	\$25.00
Windows (Up to 5)	<del>\$65.00</del> <u>\$175.00</u>	Exterior Site Work Permit	\$25.00
- Additional Windows (after 5)	<del>\$15.00/window</del>	Water/Sewer Inspection Fee	\$57.00
Door Replacement	<del>\$65.00</del> <u>\$150.00</u>		

# Table Below - NEW 2024

# PLAN REVIEWED PERMIT FEE = (Plan Review Fee + Permit Fee + State Surcharge + Deposit) Plan Review Fee Calculation

\$150.00 Plan Review Application Fee\*

65% of Permit Fee. Plan Review Fee

\*The Plan Review Application Fee will applied toward Plan Review Fee if a Permit is issued.

#### **Valued Permit Fee**

Permit Valuation*		-	Permit F	ee Calculation**	<u>Deposit =</u> <u>% x Permit</u> Fee
<u>\$1-999</u>	<u>\$65.00</u>				
<u>\$1000 - \$4,999</u>	<u>\$65.00</u>	+	\$20.00	/\$1000 x for each \$1000 >\$1,000	<u>50%</u>
<u>\$5,000 - \$19,999</u>	\$131.00	<u>+</u>	\$6.00	/\$1000 x for each \$1000 >\$5,000	<u>50%</u>
<u>\$20,000 - \$99,999</u>	\$226.00	<u>+</u>	<u>\$5.00</u>	/\$1000 x for each \$1000 >\$20,000	<u>50%</u>
<u> \$100,000 - \$249,999</u>	<u>\$704.75</u>	<u>+</u>	<u>\$3.75</u>	/\$1000 x for each \$1000 >\$100,000	<u>25%</u>
<u>\$250,000 - \$499,999</u>	<b>\$1,266.75</b>	<u>+</u>	<u>\$3.65</u>	/\$1000 x for each \$1000 >\$250,000	<u>25%</u>
<u> \$500,000 - \$749,999</u>	\$2,178.50	<u>+</u>	<u>\$3.50</u>	/\$1000 x for each \$1000 >\$500,000	<u>25%</u>
<u> \$750,000 - \$999,999</u>	\$3,052.25	<u>+</u>	<b>\$3.25</b>	/\$1000 x for each \$1000 >\$750,000	<u>25%</u>
<u>\$1,000,000 - \$1,999,999</u>	\$3,864.50	<u>+</u>	\$3.20	/\$1000 x for each \$1000	<u>25%</u>
				<u>&gt;\$1,000,000</u>	
<u>\$2,000,000 - \$4,999,999</u>	<u>\$7,040.75</u>	<u>+</u>	<u>\$2.25</u>	/\$1000 x for each \$1000	<u>25%</u>
\$5,000,000 - \$9,999,999	\$13,785.75	+	\$2.20	>\$2,000,000 /\$1000 x for each \$1000	<u>25%</u>
<del>ψο,σοσ,σοσ - ψο,σοο,σοσ</del>	<u>ψ10,700.70</u>	÷	Ψ2.20	>\$5,000,000	2070
<u>\$10,000,000</u> and over	\$24,785.75	<u>+</u>	\$2.20	/\$1000 x for each \$1000	<u>25%</u>
** An additional \$35 Mechanical and		_		>\$10,000,000	

An additional \$35 Mechanical and/or Plumbing Fee will be added to applicable Permits

	State Surcharge per Minnesota Statute 326B.148
Permit Valuation*	State Surcharge Fee Calculation

<u>\$0 - \$1,000,000</u>	\$5/\$10000 x the valuation
<u>\$1,000,001 - \$2,000,000</u>	\$500 + \$4/\$10000 x value between \$1,000,000 & \$2,000,000)
<u>\$2,000,001 - \$3,000,000</u>	\$900 + \$3/\$10000 x value between \$2,000,000 & \$3,000,000)
<u>\$3,000,001 - \$4,000,000</u>	\$1200 + \$2/\$10000 x value between \$3,000,000 & \$4,000,000)
<u>\$4,000,001 - \$5,000,000</u>	\$1400 + \$1/\$10000 x value between \$4,000,000 & \$5,000,000)
Greater than \$5,000,000	\$1500 + \$0.50/1000 x value that exceeds \$5,000,000)

<sup>\*</sup>Permit Valuation in accordance with Section 1300.0160 Subp3 of the MN State Building Code

# **Table Below – OLD 2023**

Buildin	<del>g Permit Fees</del>	Fee
<del>Value</del> \$1 -\$500		<del>\$25.00</del>
Value	<del>\$501 \$2,000</del>	<b>\$25.00</b> for the first <b>\$500.00</b> plus <b>\$1.75</b> for each additional hundred or fraction thereof, to and including <b>\$2,000.00</b>
Value	<del>\$2,001 \$25,000</del>	\$51.25 for the first \$2,000.00 plus \$4.30 for each additional thousand or fraction thereof, to and including \$25,000.00
Value	<del>\$25,001 \$50,000</del>	\$150.15 for the first \$25,000.00 plus \$3.65 for each additional thousand or fraction thereof, to and including \$50,000.00
Value	<del>\$50,001 \$100,000</del>	\$241.40 for the first \$50,000.00 plus \$2.45 for each additional thousand or fraction thereof, to and including \$100,000.00
Value	<del>\$100,001</del> +	\$363.90 for the first \$100,000.00 plus \$1.75 for each additional thousand or fraction thereof.
	Plan Check Fee:	75% of building permit fee
	State Surcharge:	Valuation multiplied by .0005
Wate	er/Sewer Inspection Fee:	<del>\$ 57.00</del>
	Plumbing Fee:	<del>\$ 50.00</del>
	Mechanical Fee:	<del>\$ 50.00</del>

2	2. Areas not covered herein may require a fee payment which shall be determined	at the discretion	of the Ci	ity
	Administrator.			•

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2	Ordinance	(#600)	#650	ic ho	rohm	ranaa	Δd
. 5 .	Orumanice	170291	# 05.5	ıs nc	TCDA	rebea	cu.

4. This Ordinance shall take effect a	and be in force 30 days after its publication of summary.
Adopted this day of	2023 by the Council of the City of St. Charles, Minnesota
Attest:	Mayor John Schaber
Andrew Langholz, City Admin	istrator

# Ordinance #658

First Reading:
Date:
Ayes:
Nays:
Absent:
Abstain:
Second Reading:  Date:
Ayes:
Nays:
Absent:
Abstain:
Published:
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