



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, September 12, 2023 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. September 12, 2023 - Agenda	APPROVE
4. Consent Agenda	APPROVE
a. August 9, 2023 – Regular City Council Meeting	
b. August 22, 2023 – Regular City Council Meeting	
c. Franklin Energy Contract	
d. Metro Sales Contract	
5. August Payables	APPROVE
6. Notices and Communications (if applicable)	INFORMATION
7. Reports of Boards and Committees:	INFORMATION
a. Administrator’s Report	
b. Public Works Superintendent Report, Scott Bunke	
c. Chief of Police Report, Jose Pelaez	
d. Library Board, David Kramer	
e. School Board, John Steffel	
f. Ambulance Steering Committee, Nathan Boice & Scott Schossow	
8. 2023 Welcoming Week Proclamation	APPROVE
9. 2024 Preliminary Budget & Property Tax Levy	DISCUSSION

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, August 22, 2023**

4. Consent Agenda

- a. **August 9, 2023 – Regular City Council Meeting**
- b. **August 22, 2023 – Regular City Council Meeting**
- c. **Franklin Energy Contract** – Attached is an updated contract between the City and Franklin Energy for 2023 – 2025, in which Franklin Energy will provide commercial and industrial energy assessments, energy engineering, energy training activities among other items. This contract has been reviewed by our City Attorney and is recommended for approval.

- d. **Metro Sales Contract** – Attached is a proposal to renew our copier contract with Metro Sales. I’m recommending Option #1 located in the proposal. Under this option, both the Administrative and Police Department copiers will receive new machines with the term of the contract being 60 months. The cost per page is also slightly reduced, so the city should see slight savings annually compared to our current contract.

8. 2023 Welcoming Week Proclamation

9. 2024 Preliminary Budget & Property Tax Levy – I have included a memo in your packet. Since the proposed preliminary levy is significant, I would like to have a work session to discuss options. I’m recommending that the council certify the proposed preliminary levy during the September 26th council meeting and allow staff time to develop additional materials to provide the rationale for such changes and adjust based on council input when developing and proposing the final levy. The council may elect to hold the work session prior to the September 26th meeting; however, it is unlikely that staff would be able to generate the proper materials to make significant changes to the proposed levy.

**MINUTES of the ST. CHARLES CITY COUNCIL
for Wednesday, August 9, 2023, held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Mayor John Schaber
Dave Braun
Wayne Getz
John Steffel
David Kramer

MEMBERS ABSENT: None.

STAFF PRESENT: Andrew Langholz (City Administrator).

OTHERS IN ATTENDANCE: None.

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 the agenda.

Motion to approve: **Dave Braun**

No further discussion.

Motion carried.

4. Consent Agenda:

- a. July 11, 2023 – Regular City Council Meeting
- b. July 25, 2023 – Regular City Council Meeting
- c. Request for Action: Police Reserve Hire

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

5. Review of Payables.

Motion to approve: **David Kramer**

No further discussion.

Motion declared carried.

6. Notices and Communications. None

7. Reports of Boards and Committees. The Council reviewed reports from the City Administrator, Police Department, Public Works, Parks, Planning & Zoning, Ambulance, and EDA.

8. Request for Action: City Accountant Hire

Motion to approve the hire of Adam Zieman as the City Accountant: **David Kramer**

Seconded by: **John Steffel**

No further discussion.

Motion declared carried.

9. Request for Action: Maintenance Worker/Apprentice Lineworker Hire

Motion to approve the hire of Clint Harguth as the Maint. Worker/Apprentice Lineworker: **John Steffel**

Seconded by: **David Braun**

No further discussion.

Motion declared carried.

10. Request for Action: Commercial Rehab Request #02-23

Motion to approve: **Wayne Getz**

No further discussion.

Motion declared carried.

Unscheduled Public Appearances: None.

Motion to adjourn: **Wayne Getz**

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Andrew Langholz, City Administrator

**MINUTES of the ST. CHARLES CITY COUNCIL
for Tuesday, August 22, 2023, held at 6:00 p.m. at
830 Whitewater Avenue,
St. Charles, Minnesota**

MEMBERS PRESENT:

Mayor John Schaber
Wayne Getz
John Steffel
David Kramer
Dave Braun

MEMBERS ABSENT: None

STAFF PRESENT: Scott Bunke (Director of Public Works), Rich Schaber (Park & Rec Director), Myles Wolters (Police Officer), Andrew Langholz (City Administrator).

OTHERS IN ATTENDANCE: Adam and Luke Buzbee and Resident Charles Weichelt.

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 AMENDED AGENDA:

Motion to approve: **John Steffel**
No further discussion.
Motion declared carried.

4. Consent Agenda:

a. Establish Truth In Taxation Hearing – December 12, 2023

Motion to approve: **Wayne Getz**
No further discussion.
Motion declared carried.

5. Notices and Communications. None

6. Review of Financials.

Motion to approve: **David Kramer**
No further discussion.
Motion declared carried.

7. Public Hearing – Ordinance #655 – Alley Vacation

Motion to open the public hearing at 6:01 p.m.: **Dave Braun**

Seconded by: **Wayne Getz**

Motion declared carried.

Call for public comments: **John Schaber**

Resident Charles Weichelt stated that he was in favor of the vacation, sharing that he has been maintaining the alleyway and he was the only one currently using it. He spoke to the neighboring property-owners who were fine with the vacation.

Motion to close the public hearing at 6:03 p.m.: **Wayne Getz**

Seconded by: **David Kramer**

Motion declared carried.

8. Ordinance#655 – Vacate a Public Alley (1st Reading)

Mayor Schaber requested that the City Administrator read the prepared finding of facts.

Mr. Langholz shared three findings.

1. Approving the requested alley vacation is not deemed to be in the interest of the public.
2. The mere long-term non-use of a street or alley by the public does not necessarily equate with a finding that the vacation is in the interest of the public.
3. The proposed alley vacation would negatively affect potential future development by impeding the continuous flow of traffic and hindering access to adjacent lots.

The council held a discussion regarding the future use of the alley and how it may become a thru street if development occurs on the vacant parcels to the west. Additionally, the council stated it was fine that the property owner park along the alley since he is currently the only user.

Motion to deny Ordinance #655, allow the neighboring property owner to park on during winter if he plows the snow, and have the Public Works Department maintain the gravel surface: **John Steffel**

Seconded by: **David Kramer**

Motion declared carried.

9. 2024 Preliminary Budget

City Administrator Langholz shared his budget memo with the council, highlighting areas that have been over budget for the past several years. He stated that he will be pursuing an aggressive preliminary levy increase to allow himself and the new City Accountant the flexibility to adjust the budget and make their recommendations, with the ultimate goal of lowering the final levy.

10. Professional Services Agreement – Whitewater River Restoration Phase 2

Mr. Langholz stated that the first phase was very successful and that all property owners along phase 2 are on board with the project.

Motion to approve: **John Steffel**

No further discussion.

Motion declared carried.

Unscheduled Public Appearances:

Parent/Pool Patron Adam Buzbee addressed the council regarding his son and friends being kicked out of the pool, and how he wants to ensure the pool rules are enforced equally. He also expressed concern regarding the professionalism of a lifeguard.

Motion to adjourn: **Wayne Getz**

No further discussion.

Motion carried.

ATTEST

John Schaber, Mayor

Andrew Langholz, City Administrator

CONSULTANT SERVICE CONTRACT

This Contract is made this 1st day of January, 2023 (the “Effective Date”), by and between the CITY OF ST. CHARLES, MINNESOTA, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, MN 55972-1129, (“CITY”), and Franklin Energy Services, LLC, a Delaware limited liability company, 102 N. Franklin Street, Port Washington, WI 53074, (“CONSULTANT”), (collectively the “PARTIES”).

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

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

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

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services for program years 2023, 2024, and 2025 as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference, including the direct install program, commercial and industrial energy assessments, energy engineering, energy training activities, and administrative fees that specifically cover program planning, development and delivery, unless this Contract is sooner terminated as provided herein.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph K of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation on a time and materials basis to be mutually agreed upon in writing by CITY and CONSULTANT.
- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT’s compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph K of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or industry.
- E. **Insurance.** CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all insurance required herein and such insurance has been approved by CITY, such approval not to be unreasonably withheld, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All insurance coverage required under this Contract shall be maintained throughout the life of this Contract.
1. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, statutory worker's compensation coverage. Except as provided below, CONSULTANT must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONSULTANT from Workers' Compensation insurance or if CONSULTANT has no employees in the State, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers' Compensation requirements. If during the course of the Contract CONSULTANT becomes eligible for Workers' Compensation, CONSULTANT must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring CONSULTANT against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONSULTANT or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. 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. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONSULTANT's coverage shall be primary and noncontributory in the event of a loss.
 3. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s),

or as required by law, whichever is greater.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000

4. Professional/Technical (Errors and Omissions) Liability Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT's professional services required under the contract. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per wrongful act or occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater. Any deductible will be the sole responsibility of CONSULTANT and may not exceed \$100,000 without the written approval of CITY. If CONSULTANT desires authority from CITY to have a deductible in a higher amount, CONSULTANT shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that CITY can ascertain the ability of CONSULTANT to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and CONSULTANT shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by CONSULTANT to fulfill this requirement.

5. Technology Errors and Omissions Insurance. CONSULTANT agrees to procure and maintain, at CONSULTANT's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims CONSULTANT may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. CONSULTANT is required to carry the following minimum limits: \$2,000,000 – per occurrence; \$4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater.
6. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.
7. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY.
8. CONSULTANT's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or ten (10) days' prior written notice to CITY for nonpayment of premium.
9. CONSULTANT's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONSULTANT's performance under this Contract.
10. CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles. If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached.
11. CONSULTANT shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
12. CONSULTANT's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
13. All policies listed above, except professional liability insurance and Technology Errors and Omissions Insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis.
14. CONSULTANT shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by

CITY.

15. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract, upon written notice to CONSULTANT, if CONSULTANT is not in compliance with the insurance requirements contained herein and if CONSULTANT fails to cure such non-compliance within fifteen (15) days of written notice from CITY. The CITY retains all rights to pursue any legal remedies against CONSULTANT.

SECTION II – CITY’S RESPONSIBILITIES

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

SECTION III – COMPENSATION FOR SERVICES

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation for Services, which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Administrator and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect for a period of three years until such time as the Project is completed, December 31, 2025, or as otherwise provided in this Contract, whichever comes first.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Termination upon Default, Cure.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract. Default shall be cured within fifteen (15) days after written notice specifying the nature of the default or, if the default cannot reasonably be cured within fifteen (15) days, such additional time as is reasonably necessary to cure provided that best efforts to cure the default have been made in good faith.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Administrator prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Administrator as determined by CITY.

SECTION V – INDEMNIFICATION

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

related to intellectual property infringement of materials provided by CONSULTANT for CITY in performing the work in the applicable SOW, provided that CONSTANT shall not indemnify City should City modify or combined CONSULTANT provided materials that upon such combination or modification become infringing.

CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of third party or any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses caused by or resulting from the gross negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONSULTANT agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify, protect, save, and hold harmless CONSULTANT, and its respective officers, directors, employees and members and agents, from and against third party or any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. CONSULTANT shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONSULTANT'S breach of this standard of care;.. CONSULTANT shall put forth reasonable efforts to complete its duties in a timely manner. CONSULTANT 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 Contract. CONSULTANT shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- D. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices required or permitted under this Contract 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. Email communication is not an acceptable medium for the service of Notice unless specifically agreed to in writing by the Parties. The PARTIES' representatives for notification for all purposes are:

CITY:

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

CONSULTANT:

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

With a copy to:

Franklin Energy Services, LLC
Attn: Legal Dept
102 N. Franklin Street
Port Washington, WI 53074

- D. **Dispute Resolution.** CITY and CONSULTANT 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.
- E. **Electronic/Digital Data.** Because of the potential instability of electronic/digital data

and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a Project deliverable by this Contract or except as otherwise explicitly provided in this Contract, all electronic/digital data developed by CONSULTANT as part of the Project is acknowledged to be an internal working document for CONSULTANT's purposes solely and any such information provided to CITY shall be on an "as is" basis strictly for the convenience of CITY without any warranties of any kind. In the event of any conflict between a hard copy document and the electronic/digital data, the hard copy document governs. The electronic/digital data shall be prepared in the current software in use by CONSULTANT and is not warranted to be compatible with other systems or software.

- F. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- G. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify within fifteen (15) days, the CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- H. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONSULTANT must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONSULTANT's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- I. **Copyright.** CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CITY from loss or damage resulting therefrom.
- J. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- K. **Intentionally Omitted.**
- L. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow subcontractors and service providers contracted by CONSULTANT for performance of services under the SOW to place any mechanic's or materialman's liens on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien of the other Party, not to be unreasonably withheld.
- M. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, mutually agreed to, and signed by authorized representative of the CITY and CONSULTANT.
- N. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract. CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- O. **Assignment.** This Contract may not be assigned by either Party without the written consent.
- P. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to

fire, pandemic, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- Q. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- R. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- S. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- T. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein. CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.
- U. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- V. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and

agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.

- W. **Governing Law.** This Contract shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- X. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.* CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONSULTANT in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONSULTANT to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- Y. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- Z. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- AA. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- BB. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- CC. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

DD. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII-SIGNATURES

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

CONSULTANT: FRANKLIN ENERGY SERVICES, LLC

By: _____
Dean Laube, Regional Vice President

Date: _____

CITY OF ST. CHARLES

By: _____
John Schaber, Its Mayor

Date: _____

By: _____
Andrew Langholz, Its City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

This Scope of Services (“SOS”) is made and entered into January 1, 2023 (the “SOW Effective Date”) and is issued pursuant to that certain Consultant Service Contract dated January 1, 2023, (the “Contract”) by and between Franklin Energy Services, LLC (“CONSULTANT” or “Franklin Energy”, used interchangeably) and City of St. Charles (“CITY”) and is governed by its terms and conditions. Capitalized but undefined terms shall have the meanings set forth in the Contract.

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

1) Energy Assessments:

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

2) Direct Install Services:

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

3) Prescriptive and Custom Project Reviews:

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

3) Customer and Staff Education:

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

4) Program Planning, Delivery, and Administration:

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

5) Program Marketing and Outreach:

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

Timeline

Franklin Energy is able to begin providing services on January 1, 2023 with agreement between both parties. This multi-year agreement includes program years 2023, 2024 and 2025 and shall expire on December 31, 2025. Review of program delivery as well as operating budgets and scope of work will be discussed annually between Franklin Energy and St. Charles. Any increases must be mutually agreed upon and approved in writing.

Resource Requirements Overview

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

Project Team Roles Overview

Roles	Responsibilities
Regional Vice President/Program Operations Director	The Regional Vice President (RVP) and Program Operations Director (POD) will provide executive oversight to the program and hold ultimate accountability for achievement of the proposed deliverables. The RVP will supervise the team’s efforts, provide guidance on team roles and responsibilities, and approve personnel decisions.
Program Manager /Operations Manager	The Program Manager (PM) and Operations Manager (OM) will oversee daily management of the program, serving as Franklin Energy’s primary contact with the City and coordinating Franklin Energy staff as needed to implement each year’s CIP plan and respond to customer requests in a timely fashion.

Engineering Support	A core group of highly qualified Franklin Energy Staff may be called upon to provide support for custom project review or energy assessments. Engineering staff are capable of developing custom energy rebate calculations or reviewing customer or contractor calculations for specialized commercial or industrial energy efficiency projects.
Energy Advisor	Franklin Energy has field staff specifically trained in certain disciplines that conduct related field work, such as energy audits, direct install of measures or energy related, non-biased advice to end-use customers.
Project Coordinator/ Specialist	Franklin Energy Project Coordinators and Specialists are well versed in energy efficiency program delivery, and will assist with administrative tasks and customer outreach as needed.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION FOR SERVICES

Subject to the limitations set forth in this Exhibit, CITY will pay CONSULTANT in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that CONSULTANT’s total charges to CITY shall not exceed the amounts listed below in each year (“maximum price” or “Contract Price”), except for eligible expenses as provided herein below, unless such charges in excess of the maximum price are authorized in writing by the City Administrator before they are incurred by CITY.:

2023	2024	2025
\$37,372. 92	\$38,494.0 8	\$39,648. 96

Any expenses in addition to the identified fixed fee amounts above, including but not limited to direct install materials and school kits, shall be documented by receipt or in accordance with the pricing chart as provided below and must be pre-approved by the City Administrator in writing prior to being incurred by CITY. Under no circumstances shall CONSULTANT’s total charges to CITY in any year of this Contract, including eligible expenses, exceed \$45,000.00 per year.

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

2023 Direct Install Pricing

Category	Measure	Equipment Requirements	Residential Maximum	C&I Maximum	Price
DI - Water	Bath Aerator, 0.5 GPM	Electric WH	X	X	\$5.60
	Kitchen Faucet Aerator, 1.5 GPM	Electric WH	X	X	\$6.75
	Pipe Insulation (per ft)	Electric WH	X	X	\$2.00
	Low Flow Showerhead, White/Chrome, 1.5 GPM	Electric WH	X	X	\$19.55
	Low Flow Showerhead, Handheld, 1.5 GPM	Electric WH	X	X	\$25.05

	Thermostatic Restriction Valve	Electric WH	X		\$31.18
	Pre-Rinse Spray Valve	Electric WH		X	\$60.50
DI - Lighting	A19 (60W Equivalent), Soft White		X	X	\$7.25
	A19 (60W Equivalent), Daylight		X	X	\$7.25
	A19 3-Way (20/40/60W Equivalent)		X		\$8.60
	A21 (100W Equivalent)			X	\$9.35
	BR30 Flood, 8W		X	X	\$8.45
	G25 Globe, 6W		X	X	\$8.20
	Candelabra, 5W		X	X	\$7.70
	MR16 (50W Equivalent)			X	\$8.65
	LED Exit Sign Retrofit			X	\$35.00
	TLED Type A, 3500K			X	\$12.00
	TLED Type A, 4000K			X	\$12.00
	TLED Type A, 5000K			X	\$12.00
	TLED Type A+B			X	\$14.00
DI - Controls	Re-Program Existing Thermostat	Existing programmable thermostat	X		\$24.25
	Tier 1 Thermostat (Programmable)	Existing non-programmable thermostat	X		\$75.00
	Tier 2 Thermostat (Wi-Fi enabled)		X		\$170.00
	Tier 3 Thermostat (Smart/Learn)	Existing non-programmable thermostat	X		\$250.00

	ing)				
	Smart Power Strip, Tier 1		X	X	\$36.25
	Cooler Miser			X	\$175.00
	Vending Miser			X	\$175.00

METRO

SALES INC.



Presented by:

CURT HORN

Metro Sales

Senior Technology Consultant

Prepared for:

Police Station:

NEW! Ricoh IM C300F Color Copy/Print/Scan/Fax

- 31 Page per minute Black & White or **Color**
- Scan to email or folder in **full color**
- Fast recovery from Sleep time of 8.2 seconds
- 7.2 seconds B&W 1st copy out time
- 8.6 seconds Color 1st copy out time
- 2 GB Memory
- 320 GB Hard Disk Drive
- 50 sheet Singel Pass Duplex Document Feeder
 - Scans both sides with a single pass
- Standard Duplexing capability
- Tray 1 @ 250 sheets
- Tray 2 @ 500 Sheets
- 100 sheet bypass tray
- Banner printer: 12" X 48" banners through bypass tray
- Supports Google Chromebook & Chromebox Printing
- Smart Op touch screen control panel
 - Allows for 1-touch programming for common jobs
- Easy web interface to monitor the device from your computer
 - Check meters, toner levels, address book management and more
- Store up to 3,000 documents on the embedded document server on the device
- Includes delivery, installation, support and unlimited training
- **BRAND NEW PRODUCT**



DIMENSIONS

W x D x H (inches): 19.60 x 22.10 x 41.00

Investment Options: State of MN Contract # 189673

60 Month

State of MN Rental Option IM C300F: \$103.84 / Month

MFP Maintenance Agreement:

- Rental payment includes 1,000 BW / month
- Excess B&W cost per **\$ 0.0089** per copy/print
- Color prints to be billed at **\$0.059** per copy/print
- Locked Rates

Main System:

NEW! Ricoh IM C4510 Color

Copy/Print/Scan/Fax

- 45 Page per minute Black & White or **Color**
- Scan to email or folder in **full color**
- Fax Option Type M52 (Walk up, PC faxing, In-bound Routing)
- Warm up time of less than 21 seconds
- 3.2 seconds B&W 1st copy out time
- 5.2 seconds Color 1st copy out time
- 4 GB Memory
- 256 GB Solid State Drive
- 220 sheet Automatic Single Pass Document Feeder
 - Can scan business cards and cardstock
 - Scans both sides with a single pass
- Standard Duplexing capability
- Tray 1 at 550 Sheets (LTR)
- Tray 2 at 550 Sheets (User adjustable)
- LCIT PB3330: Tray 3 @ 2,100 Tandem Large Capacity (LTR)
- 100 sheet bypass tray
- SR3320 Staple Finisher (Staple less: crimps 5 sheets, Corner stapling, Double staple side and top)
- OCR Unit Type M52 (Scan to text searchable PDF / Blank Page Removal)
- Banner printer: 12" X 48" banners through bypass tray
- Supports Google Chromebook & Chromebox Printing
- Smart Op touch screen control panel
 - Allows for 1-touch programming for common jobs
- Easy web interface to monitor the device from your computer
 - Check meters, toner levels, address book management and more
- Store up to 3,000 documents on the embedded document server on the device
- Includes delivery, installation, support and unlimited training
- **BRAND NEW PRODUCT LAUNCHED**



DIMENSIONS

W x D x H (inches): 45.70 x 27.60 x 47.60

Investment Options: State of MN Contract #189673

60 Month

State of MN Rental Option IM C4500: \$ 291.66 / Month

Option:

Hole Punch Option PU3080: \$14.73 / Month

MFP Maintenance Agreement:

- Monthly rental payment includes 5,000 BW
- Excess B&W cost per **\$ 0.0089** per copy/print
- Color prints to be billed at **\$0.059** per copy/print
- Locke rates
- Includes Staples

Cost Comparison

Current Situation

Model	Current Contract	Average Monthly BW	Average Monthly Color	Total Monthly
Ricoh IM C4500	60-month	4,915	2,026	\$429.79
Ricoh MP C307	60-month	367	120	\$103.89

\$533.68

Option #1 (Replace both with Brand new machines)

Model	New Contract	Monthly Lease Payment	Average Monthly Volume BW / CLR	Total Monthly
Ricoh IM C4510	60-month	4,915	2,026	\$411.19
Ricoh IM C300F	60-month	367	120	\$110.52

\$521.71

Option #2 (Upgrade main, renew MP C307 for 24 mos)

Model	Current Contract	Average Monthly BW	Average Monthly Color	Total Monthly
Ricoh IM C4510	60-month	4,915	2,026	\$411.19
Ricoh MP C307	24-month	367	120	\$89.39

\$500.58

Benefits of Utilizing the State of Minnesota Contract:

Easy to Use!

- Agreement is directly with Metro Sales, Inc. (No third parties)
- Detailed summary billing (prepared and billed locally)
- One point of contact
- Contract is continuously updated as new products are released

Rental Benefits!

- 90 Day Evaluation Period
- Upgrade/Downgrade without penalty at any time throughout the rental. Start net new contract with Metro Sales at any time!
- Non-appropriation of funds clause
- Loaner equipment available as part of contract
- Vendor responsible for equipment pickup at the end of term
- No automatic renewal at end of term
- Hard drive security

Cost Effective!

- No delivery or installation charges/return charges
- Metro will move or relocate equipment at no charge
- Includes all start up supplies
- No networking charges
- Copy charges include all supplies (including staples!)
- Hard drive security (DOSS Data Overwrite Security)

Working with Metro Sales!

- Minnesota company locally owned and operated since 1969
- More than 150 factory-trained Certified Technicians
- Warehouse stocks over \$2.5+ million in OEM replacement parts and supplies
- Metro Sales maintains a separate network team to ensure seamless integration of our products in your workplace
- Metro Sales also staffs two separate full time help desks
- Largest independently owned Ricoh Dealer in the country!
- Preferred Ricoh dealer for the state of Minnesota Contract!



City Administrator's Report— August 2023

- Attended Meetings Regarding:
 - Planning Meeting
 - Council Meetings
 - Chamber Meeting
 - Ambulance Steering Committee
 - WinLac Urban Stormwater Meeting
 - Webinar – Direct Local Housing Aid

- Ambulance
 - Steering Committee
 - Budgeting and Future Planning

- Zoning Administration
 - Nuisance Remediation.
 - Alley Vacation Preparation.
 - Ordinance Enforcement

- 2024 Budgeting

August 2023 Public Works Report:

Street Department –

Rented backhoe to replace a few fire hydrants; Cleaning city ponds; Mowing, cutting trees and cleaning up sand and dirt; Water break repairs; draining whispering hills pond; sweeping streets; dig out catch basin and rebuild turn power back on; Maintenance on equipment; Haul compost; Spray weeds; Fire Extinguisher maintenance; Dirt work by Greenway Co-op; Dirt Work by whispering hills pond.

Electric Department –

Handing out disconnect tags,, Pull meters and put back in; Locates; Filing and mapping the electric map from current projects; Trimming trees that were up in the electrical lines; Changing out transformers and level old one; Fixing lights around town; Working on electrical tools (hot sticks, phasing tool); Putting in new 3 phase meters and changing out single phase meters; Hooking power up for Glad days festival; Hang banners, ball nets, stuff for Glad days; Substation and power plant reports; Helping water dept replace fire hydrants; Changing oil on small generators (Firehall, booster station, I-90, shop); Checking and sending off rubber goods; Installing 5 points in 3 phase cabinets; digging in new electrical services; running the power plant; energize the new NRB building.

Water Department –

Daily checks on wells; Lift station; Towers; Water samples; Lowering curb stops; Fixing damaged curb stops; Problems with well 3 (had to pull it needs new pipe and pump); Replacing water meters; Brownell street; Checked all the new house curb stops, Cleaning wells and booster station; Hauling picnic tables for Glad days; Water trees; Flush dead ends (Richland, Meadowview, Oakview); Fixing chlorine meter; Read meters; Water break repair.

All employees attended safety meetings.

Sincerely Scott Bunke
Director of Public Works

St. Charles Police Department
830 Whitewater Ave.
St. Charles, MN 55972
Chief, Jose Pelaez #601
(507) 932-8020



August 12, 2023

- Through the month of August, Officers completed LEXIPOL's policy Daily Training Bulletins.
- On August 1st, Officers participated in National Night Out activities through the city.
- On August 4th, the St. Charles Police Reserves had their first Orientation Meeting. Initial training for Reserve Officers is expected to be completed by the end of October and Officers will be ready for duty the end of November.
- On August 14th, Sgt. Jones attended Tactical Leadership Training (Bloomington, MN), which provides front-line leaders and all other officers with the necessary tools to effectively prepare for, evaluate, manage, and lead during critical incidents from start to finish.
- Gladiolus Days:
 - *Friday's* Street Dance: SCPD took report of a total of five (5) vehicles that were vandalized/damaged (3 got their doorhandles torn off, 1 got their front quarter-panel kicked in, and 1 got its tailgate torn off). One (1) mailbox was reported stolen, and 1 apartment was burglarized. The incidents occurred in the area of the 1100 block of Whitewater Ave. and St. Charles Ave. (to the east and west of Moose Lodge parking lot). Two of the potential three suspects have been identified. This is an active investigation.
 - *Saturday's* Street Dance: No incidents to report.
 - *Sunday's* Parade: No incidents to report.
- August 29th-30th, Officers completed POST Board mandated firearms (pistol) qualification training.

Respectfully submitted,

Chief, Jose Pelaez



St. Charles Public Library

2023 Summer Reading Program

June 6 - August 25

Registration

St. Charles Schools	—————→	198
Homeschool	—————→	26
Dover-Eyota Schools	—————→	10
Lewiston-Altura Schools	—————→	11
Immanuel Lutheran Silo	—————→	7
St. John's Lutheran	—————→	4
Other	—————→	3
(Lanesboro & Chatfield)		

Total —————→ **259**



Weekly Programs

Kids Activity Night with Winona County 4-H

Attendance: 71



Story Times with Guest Readers

Attendance: 173



Special Events

Summer Reading Kickoff

**Special Entertainment
Z Puppets Rosenschnoz**



Attendance: 80

Story Time with Author Jamie Becker



Attendance: 42

‘Making Minnesota’ with Pat Bauer & Dave Geister



Attendance: 23

Snakes of the Blufflands: with Whitewater State Park



Attendance: 105

Fairytale Storytelling with Tom Muschler



Attendance: 28

Fish Print Art with Whitewater State Park



Attendance: 25

Leah Ode Kiser: 'There Will Be Nonsense'



Attendance: 51

Reptile and Amphibian Discovery Zoo



Attendance: 102

Nature Journaling with Whitewater State Park



Attendance: 36

Peregrine Falcons with Jackie Fallon



Attendance: 47



National Night Out

Special Guest Performers: TaikoArts Midwest



Attendance: 110

Water Fight



Participants &
Spectators:
90

Total Books Read: 11,600

Summer Statistics

Total Program Attendance → **983**

Kids that Read 100 Books → **88**

Blackout Bingos → **50**

WOW Engagement → **165**

Weekly Trivia Entries → **292**

Fabulous Fridays Participation → **61**

Found the Reading Chicken → **237**

Monthly Drawing Entries → **609**

FIND YOUR
VOICE ☺



LEWISTON AMBULANCE & ST. CHARLES AMBULANCE



September 12, 2023 Council Report



Mayor Schaber & Council
CC: Administrator Langholz

-Attached you will find reports for the month of August. The St. Charles crew handled 29 incidents for the month and made contact with 28 patients. Lewiston Ambulance assisted with 7 additional calls. The YTD call total at the end of August was 222 incidents. This is a +99 increase compared to 2022 and due to more staffing than what was available last year. The monthly incident report is included that shows the dispatch reasons. Additional reports in the packet show the “on-call” schedule for the month of August along with a breakdown of “call hours” each member provided. 31 days x 24 hours of coverage= 744 hours x2 crew members=1,488 required hours. SC was staffed 1,252 hours (84% of the month) and the remaining 244 hours (16%) the truck was run out of Lewiston. The part-time paid staff you committed to have helped with daytime coverage during the week and weekend. Ultimately our volunteers make the service what it is, and they continue to be dedicated.

-Terese Market will be resigning from the department effective 9/20/23. We thank her for her service to the St. Charles community!

-We completed a large hiring process during the month of August. A special thanks to members Boice, Loftus, and Cage for the many hours spent on the interview panel. We are happy to welcome an additional 8 new members to the service since our last council report. They are:

Rebecca Binner, Cindy Brown, Polly Johnson, Valerie MacPartland, Blake Neumann, Emmaline Zabel, Carrie Schott & Anna Todd.

-We’ve now added 10 new members to the service since August 1st. 9 of those members will be starting the EMT class on 9/7/23 and the other is already an EMT. A “new member” meeting was held on 8/31 to welcome the new recruits to the service and support them with their upcoming training. EMT class starts in St. Charles on 9/7 and will last until 1/10/24.

-We continue to promote our ride along program and have additional candidates currently enrolled in the program.

-Training will be conducted on 9/13/23 by SE EMS. Members will be training on a variety of topics.

-Members participated in the Gladiolus Day’s parade on 8/27. We were able to show off the new truck to the community for this event.

-The new truck arrived on 8/21/23. Members have been working on stocking and preparing the truck over the last 2 weeks. Additional items were found that needed to be fixed and those have

LEWISTON AMBULANCE & ST. CHARLES AMBULANCE



September 12, 2023 Council Report



been completed. An orientation will be conducted for all members with the goal of putting the truck into service by the evening of 9/13/23.



-Grace Chamberlin who was filling our part-time EMT temporary job over the summer worked her last shift on 8/24. We thank Grace for helping us over the summer and her service to the St. Charles and Lewiston communities!

-The steering committee met in August and additional updates will be provided by members Schossow and Boice.

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

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

AUGUST 2023
SC AMBULANCE INCIDENT DETAIL

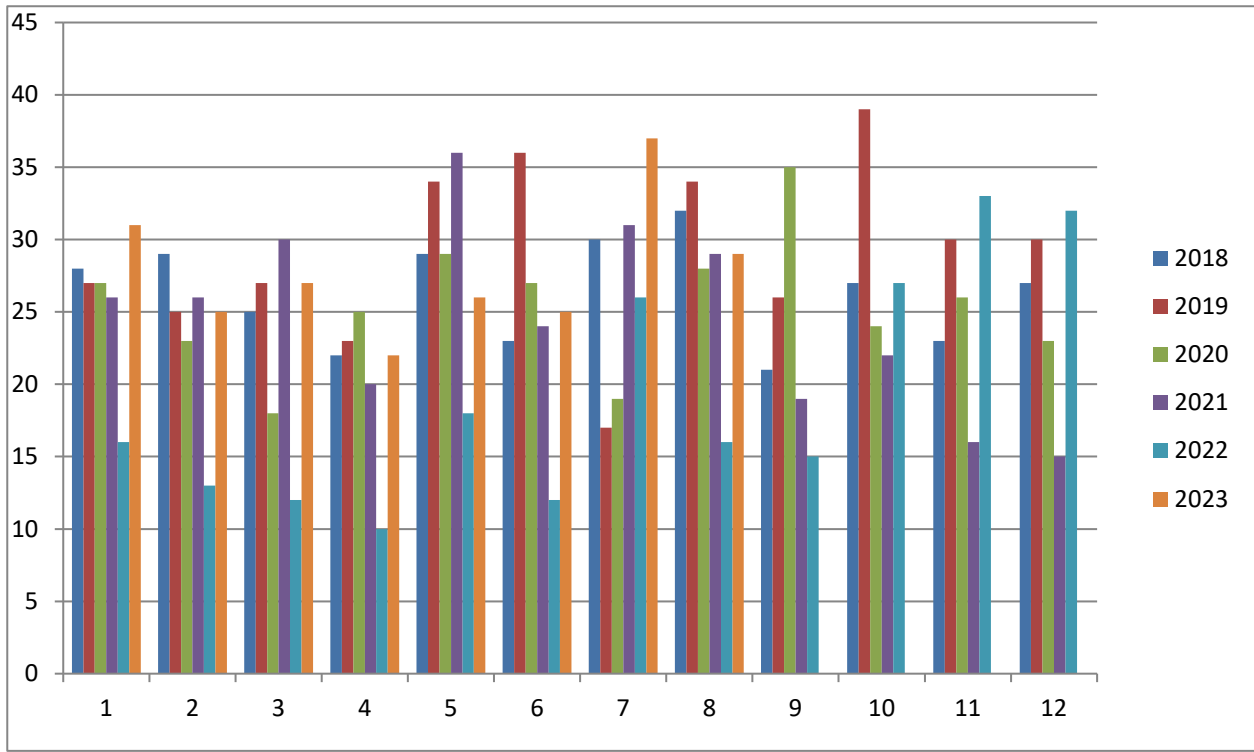
Incident Date	Call #	Disposition	Dispatch Complaint	Incident City Name
Aug-23	SC 23-194	Treated & Transported by this EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Aug-23	SC 23-195	Treated & Transported by this EMS Unit	Traumatic Injury	City of Saint Charles
Aug-23	SC 23-196	Treated and Released (per protocol)	Traffic/Transportation Incident	City of Saint Charles
Aug-23	SC 23-197	Treated & Transported by this EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Aug-23	SC 23-198	Treated & Transported by this EMS Unit	Traffic/Transportation Incident	St. Charles Township
Aug-23	SC 23-199	Treated & Transported by this EMS Unit	Chest Pain (Non-Traumatic)	City of Saint Charles
Aug-23	SC 23-200	No Treatment/Transport Required	Falls	Saratoga Township
Aug-23	SC 23-201	Treated & Transported by this EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Aug-23	SC 23-202	Treated & Transported by this EMS Unit	Abdominal Pain/Problems	City of Saint Charles
Aug-23	SC 23-203	Treated & Transported by this EMS Unit	Pain	City of Saint Charles
Aug-23	SC 23-204	Treated & Transported by this EMS Unit	Unconscious/Fainting/Near-Fainting	City of Saint Charles
Aug-23	SC 23-205	No Treatment/Transport Required	Falls	City of Saint Charles
Aug-23	SC 23-206	Treated & Transported by this EMS Unit	Falls	Elba Township
Aug-23	SC 23-207	Treated & Transported by this EMS Unit	Traumatic Injury	Elba Township
Aug-23	SC 23-208	Transport Refused by Patient (AMA)	Falls	City of Saint Charles
Aug-23	SC 23-209	Canceled Prior to Arrival at Scene	Standby	Elba Township
Aug-23	SC 23-210	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
Aug-23	SC 23-211	Treated & Transported by this EMS Unit	Sick Person	Saratoga Township
Aug-23	SC 23-212	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
Aug-23	SC 23-213	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
Aug-23	SC 23-214	Treated & Transported by this EMS Unit	Falls	City of Saint Charles
Aug-23	SC 23-215	Treated & Transported by this EMS Unit	Unconscious/Fainting/Near-Fainting	City of Saint Charles
Aug-23	SC 23-216	No Treatment/Transport Required	Falls	City of Saint Charles
Aug-23	SC 23-217	Treated and Released (per protocol)	Allergic Reaction/Stings	City of Saint Charles
Aug-23	SC 23-218	Treated & Transported by this EMS Unit	Heart Problems/AICD	City of Saint Charles
Aug-23	SC 23-219	Treated & Transported by this EMS Unit	Sick Person	City of Saint Charles
Aug-23	SC 23-220	Treated & Transported by this EMS Unit	Sick Person	City of Saint Charles
Aug-23	SC 23-221	Treated & Transported by this EMS Unit	Unconscious/Fainting/Near-Fainting	City of Saint Charles
Aug-23	SC 23-222	Treated & Transported by this EMS Unit	Sick Person	St. Charles Township

TOTAL INCIDENTS: 29
PATIENT CONTACTS: 28

St. Charles Ambulance Report
01/01/2023-08/31/2023

	2018	2019	2020	2021	2022	2023	Month Avg	Pts
January	28	27	27	26	16	31	25.83	28
February	29	25	23	26	13	25	23.50	25
March	25	27	18	30	12	27	23.17	26
April	22	23	25	20	10	22	20.33	22
May	29	34	29	36	18	26	28.67	23
June	23	36	27	24	12	25	24.50	24
July	30	17	19	31	26	37	26.67	34
August	32	34	28	29	16	29	28.00	28
September	21	26	35	19	15		23.20	
October	27	39	24	22	27		27.80	
November	23	30	26	16	33		25.60	
December	27	30	23	15	32		25.40	
Total Runs	316	348	304	294	230	222		210
Mid Year (June 30th)	156	172	149	162	81	156		
Monthly Avg	26.3	29.0	25.3	24.5	19.2	27.8		

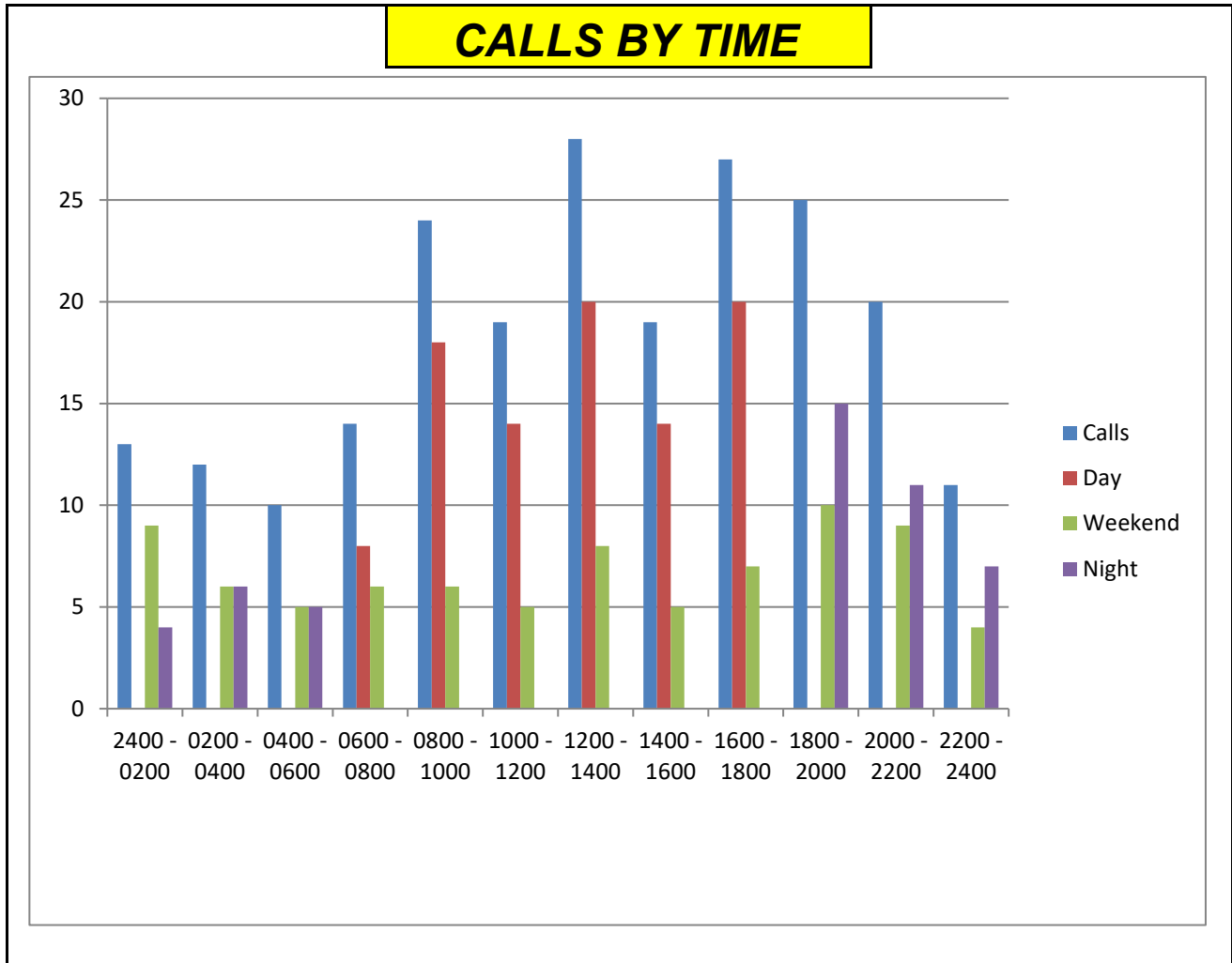
AMBULANCE RUNS BY MONTH



St. Charles Ambulance Report
01/01/2023-08/31/2023

Times	Calls	Day	Weekend	Night	Pts
2400 - 0200	13		9	4	12
0200 - 0400	12		6	6	12
0400 - 0600	10		5	5	9
0600 - 0800	14	8	6		10
0800 - 1000	24	18	6		22
1000 - 1200	19	14	5		18
1200 - 1400	28	20	8		28
1400 - 1600	19	14	5		19
1600 - 1800	27	20	7		25
1800 - 2000	25		10	15	24
2000 - 2200	20		9	11	20
2200 - 2400	11		4	7	11
	222	94	80	48	210

42% of Calls During Day
36% of Calls During Weekend
22% of Calls During Night



Aug 2023 - St Charles Ambulance

Sun	Mon	Tue	Wed	Thur	Fri	Sat
<p>RED= LEWISTON AMBULANCE COVERED</p> <p>YELLOW= LEWISTON EMPLOYEE</p> <p>GREEN= PT EMPLOYEE (DEDICATED SC)</p> <p>PURPLE= RIDE ALONG CANDIDATE</p> <p>NO COLOR= SC AMB VOLUNTEER</p>						
		<p>Aug 1</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-18:00</p> <p>Todd Cage 18:00-00:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Dave Fruth 18:00-06:00</p> <p>Logan Stephens 18:00-00:00</p> <p>Aaron Carlson * 00:00-06:00</p> <p>Isaiah Kronebusch * 00:00-06:00</p>	<p>2</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-09:00</p> <p>Matt Essig 09:00-17:00</p> <p>Terese Market 09:00-17:00</p> <p>Jerel Mockenhaupt 09:00-18:00</p> <p>Logan Stephens 09:00-00:00</p> <p>Nathan Boice 17:00-06:00</p> <p>Mark Graham 17:00-18:00</p> <p>Kenny Loftus 18:00-06:00</p> <p>Shiela Burt 18:00-20:00</p> <p>Aaron Carlson 20:00-06:00</p>	<p>3</p> <p>SC Amb</p> <p>Todd Cage 06:00-10:00</p> <p>Mark Graham 06:00-14:00</p> <p>Friedrich Weissing 06:00-18:00</p> <p>Logan Stephens 07:00-00:00</p> <p>Matt Essig 10:00-14:00</p> <p>Cassara Pelaez 14:00-18:00</p> <p>Jacob Smith 14:00-18:00</p> <p>Austin Fohrman 18:00-06:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Dave Fruth 18:00-06:00</p>	<p>4</p> <p>SC Amb</p> <p>Jacob Smith 06:00-14:00</p> <p>Mark Graham 06:00-14:00</p> <p>Dave Fruth 06:00-06:00</p> <p>Emmaline Zabel 06:00-14:00</p> <p>Lewiston Ambulance 14:00-18:00</p> <p>Sarah Ferden 18:00-06:00</p> <p>Jared Hutsell 19:00-06:00</p>	<p>5</p> <p>SC Amb</p> <p>Kristine Engstrand 06:00-12:00</p> <p>Kenny Loftus 06:00-08:00</p> <p>Dave Fruth 06:00-06:00</p> <p>Terese Market 08:00-12:00</p> <p>Lewiston Ambulance 12:00-18:00</p> <p>Nathan Boice 18:00-06:00</p>
<p>6</p> <p>SC Amb</p> <p>Katherine Kramer 06:00-16:00</p> <p>Dave Fruth 06:00-06:00</p> <p>Kristine Engstrand 06:00-12:00</p> <p>Daniel Kramer 08:00-16:00</p> <p>Kenny Loftus 12:00-06:00</p> <p>Todd Cage 18:00-00:00</p> <p>Katherine Kramer * 00:00-06:00</p>	<p>7</p> <p>SC Amb</p> <p>Katherine Kramer 06:00-16:00</p> <p>Kristine Engstrand 06:00-10:00</p> <p>Daniel Kramer 08:00-16:00</p> <p>Grace Chamberlin 10:00-16:00</p> <p>Grace Chamberlin 16:00-17:00</p> <p>Kenny Loftus 16:00-06:00</p> <p>Aaron Carlson 17:00-06:00</p> <p>Nathan Boice 18:00-06:00</p> <p>Blake Neumann 19:00-03:00</p>	<p>8</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-18:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Aaron Carlson 18:00-06:00</p> <p>Blake Neumann 19:00-03:00</p> <p>Nathan Boice 20:30-06:00</p>	<p>9</p> <p>SC Amb</p> <p>Todd Cage 06:00-09:00</p> <p>Kristine Engstrand 06:00-09:00</p> <p>Jacob Smith 09:00-20:00</p> <p>Mark Graham 09:00-18:00</p> <p>Jerel Mockenhaupt 09:00-18:00</p> <p>Kenny Loftus 18:00-06:00</p> <p>Friedrich Weissing 18:00-06:00</p> <p>Todd Cage 20:00-06:00</p>	<p>10</p> <p>SC Amb</p> <p>Todd Cage 06:00-10:00</p> <p>Kristine Engstrand 06:00-10:00</p> <p>Friedrich Weissing 06:00-18:00</p> <p>Grace Chamberlin 10:00-18:00</p> <p>Katherine Kramer 10:00-18:00</p> <p>Nikki Bailey 10:00-14:00</p> <p>Austin Fohrman 18:00-06:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Dave Fruth 18:00-06:00</p> <p>Isaiah Kronebusch 18:00-06:00</p>	<p>11</p> <p>SC Amb</p> <p>Gary Majerus 06:00-06:00</p> <p>Katherine Kramer 06:00-18:00</p> <p>Cassara Pelaez 17:00-20:00</p> <p>Dave Fruth 18:00-06:00</p> <p>Todd Cage 20:00-06:00</p>	<p>12</p> <p>SC Amb</p> <p>Todd Cage 06:00-06:00</p> <p>Kenny Loftus 06:00-14:00</p> <p>James Guenther 06:00-14:00</p> <p>Isaiah Brindamour 08:00-06:00</p> <p>Dave Fruth 14:00-06:00</p> <p>Polly Johnson 16:00-06:00</p>
<p>13</p> <p>SC Amb</p> <p>Todd Cage 06:00-09:00</p> <p>Isaiah Brindamour 06:00-18:00</p> <p>Dave Fruth 06:00-18:00</p> <p>Matt Essig 09:00-12:00</p> <p>Todd Cage 12:00-16:00</p> <p>Matt Essig 16:00-18:00</p> <p>Nathan Boice 18:00-06:00</p> <p>Aaron Carlson 18:00-06:00</p> <p>Cindy Brown 18:00-06:00</p>	<p>14</p> <p>SC Amb</p> <p>Kristine Engstrand 06:00-10:00</p> <p>Kenny Loftus 06:00-08:00</p> <p>Emmaline Zabel 06:00-14:00</p> <p>Grace Chamberlin 08:00-17:00</p> <p>Jacob Smith 10:00-17:00</p> <p>Polly Johnson 16:00-06:00</p> <p>Aaron Carlson 17:00-06:00</p> <p>Kenny Loftus 17:00-05:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Scott Schossow * 05:00-06:00</p>	<p>15</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-18:00</p> <p>Nathan Boice 18:00-06:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Blake Neumann 18:00-03:00</p> <p>Friedrich Weissing 20:00-06:00</p>	<p>16</p> <p>SC Amb</p> <p>Matt Essig 06:00-16:00</p> <p>Friedrich Weissing 06:00-18:00</p> <p>Mark Graham 06:00-09:00</p> <p>James Guenther 06:00-14:00</p> <p>Jerel Mockenhaupt 09:00-18:00</p> <p>Cassara Pelaez 16:00-20:00</p> <p>Kenny Loftus 18:00-06:00</p> <p>Sarah Ferden 18:00-00:00</p> <p>Todd Cage 20:00-06:00</p> <p>Polly Johnson * 00:00-06:00</p>	<p>17</p> <p>SC Amb</p> <p>Jacob Smith 06:00-15:00</p> <p>Madison Arndt 06:00-18:00</p> <p>Mark Graham 06:00-18:00</p> <p>Nikki Bailey 08:00-12:00</p> <p>Todd Cage 15:00-18:00</p> <p>Taylor Ziarnik 15:00-20:00</p> <p>Austin Fohrman 18:00-06:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Dave Fruth 18:00-06:00</p> <p>Isaiah Kronebusch 23:00-06:00</p>	<p>18</p> <p>SC Amb</p> <p>Grace Chamberlin 06:00-14:00</p> <p>Katherine Kramer 06:00-18:00</p> <p>Isaiah Kronebusch 06:00-10:00</p> <p>Carrie Schott 10:00-18:00</p> <p>Jacob Smith 14:00-18:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Jared Hutsell 18:00-06:00</p> <p>Dave Fruth 18:00-06:00</p> <p>Polly Johnson 18:00-06:00</p> <p>Todd Cage 20:00-06:00</p>	<p>19</p> <p>SC Amb</p> <p>Cassara Pelaez 06:00-08:00</p> <p>Mark Graham 06:00-08:00</p> <p>Dave Fruth 06:00-06:00</p> <p>Jacob Smith 08:00-18:00</p> <p>Terese Market 08:00-16:00</p> <p>Isaiah Brindamour 16:00-06:00</p> <p>Jared Hutsell 18:00-21:00</p> <p>Todd Cage 21:00-06:00</p>
<p>20</p> <p>SC Amb</p> <p>Kristine Engstrand 06:00-08:00</p> <p>Dave Fruth 06:00-18:00</p> <p>Isaiah Brindamour 06:00-18:00</p> <p>Jacob Smith 08:00-18:00</p> <p>Aaron Carlson 18:00-06:00</p> <p>Kristine Engstrand 18:00-06:00</p> <p>Polly Johnson 18:00-06:00</p>	<p>21</p> <p>SC Amb</p> <p>Kenny Loftus 06:00-08:00</p> <p>Kristine Engstrand 06:00-10:00</p> <p>Katherine Kramer 08:00-17:00</p> <p>Daniel Kramer 08:00-17:00</p> <p>Grace Chamberlin 10:00-17:00</p> <p>Katherine Kramer 17:00-18:00</p> <p>Kenny Loftus 17:00-06:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Sarah Ferden 18:00-00:00</p> <p>Nikki Bailey 18:00-23:00</p> <p>Todd Cage 20:00-00:00</p> <p>Aaron Carlson * 00:00-06:00</p>	<p>22</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-18:00</p> <p>Nathan Boice 18:00-06:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Emmaline Zabel 18:00-06:00</p> <p>Friedrich Weissing 20:00-06:00</p>	<p>23</p> <p>SC Amb</p> <p>Todd Cage 06:00-08:00</p> <p>Mark Graham 06:00-09:00</p> <p>Friedrich Weissing 06:00-09:00</p> <p>Katherine Kramer 08:00-18:00</p> <p>Daniel Kramer 08:00-18:00</p> <p>Terese Market 09:00-17:00</p> <p>Jerel Mockenhaupt 09:00-18:00</p> <p>Mark Graham 17:00-18:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Kenny Loftus 18:00-06:00</p> <p>Madison Arndt 18:00-06:00</p> <p>Todd Cage 20:00-06:00</p>	<p>24</p> <p>SC Amb</p> <p>Todd Cage 06:00-10:00</p> <p>Dave Fruth 06:00-06:00</p> <p>Anna Todd 06:00-22:00</p> <p>Grace Chamberlin 10:00-18:00</p> <p>Cassara Pelaez 17:00-20:00</p> <p>Austin Fohrman 18:00-06:00</p> <p>Kenny Loftus 20:00-06:00</p>	<p>25</p> <p>SC Amb</p> <p>Matt Essig 06:00-17:00</p> <p>Mark Graham 06:00-14:00</p> <p>Dave Fruth 06:00-06:00</p> <p>James Guenther 06:00-14:00</p> <p>Cassara Pelaez 17:00-20:00</p> <p>Nathan Boice 17:00-06:00</p> <p>Cindy Brown 18:00-06:00</p> <p>Jared Hutsell 20:00-06:00</p>	<p>26</p> <p>SC Amb</p> <p>Todd Cage 06:00-06:00</p> <p>Emmaline Zabel 06:00-06:00</p> <p>Dave Fruth 06:00-06:00</p>
<p>27</p> <p>SC Amb</p> <p>Todd Cage 06:00-08:00</p> <p>Shiela Burt 06:00-08:00</p> <p>Dave Fruth 06:00-18:00</p> <p>Cindy Brown 06:00-08:00</p> <p>Katherine Kramer 08:00-18:00</p> <p>Isaiah Brindamour 08:00-18:00</p> <p>Daniel Kramer 08:00-18:00</p> <p>Jared Hutsell 18:00-00:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Anna Todd 18:00-06:00</p> <p>Katherine Kramer * 00:00-06:00</p>	<p>28</p> <p>SC Amb</p> <p>Katherine Kramer 06:00-18:00</p> <p>Austin Fohrman 06:00-08:00</p> <p>Isaiah Kronebusch 06:00-15:30</p> <p>Jacob Smith 08:00-18:00</p> <p>Taylor Ziarnik 15:30-23:30</p> <p>Nathan Boice 18:00-06:00</p> <p>Sarah Ferden 18:00-00:00</p> <p>Jared Hutsell 18:00-22:00</p> <p>Aaron Carlson 22:00-06:00</p> <p>Anna Todd 23:30-06:00</p>	<p>29</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-18:00</p> <p>Todd Cage 18:00-00:00</p> <p>Scott Schossow 18:00-06:00</p> <p>Anna Todd 18:00-20:00</p> <p>Polly Johnson 20:00-06:00</p> <p>Friedrich Weissing 23:30-06:00</p> <p>Aaron Carlson * 00:00-06:00</p>	<p>30</p> <p>SC Amb</p> <p>Katherine Kramer 06:00-18:00</p> <p>Friedrich Weissing 06:00-18:00</p> <p>Mark Graham 06:00-09:00</p> <p>Jerel Mockenhaupt 09:00-15:00</p> <p>Carrie Schott 12:00-18:00</p> <p>Nathan Boice 18:00-06:00</p> <p>Emmaline Zabel 18:00-06:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Aaron Carlson 20:00-06:00</p>	<p>31</p> <p>SC Amb</p> <p>Lewiston Ambulance 06:00-17:00</p> <p>Todd Cage 17:00-18:00</p> <p>Scott Schossow 17:00-06:00</p> <p>Austin Fohrman 18:00-06:00</p> <p>Cassara Pelaez 18:00-20:00</p> <p>Rebecca Patzner 18:00-02:00</p> <p>Dave Fruth 20:00-06:00</p>		

* Indicates time starts on following calendar day

AUGUST 2023
CALL HOUR REPORT- SC AMBULANCE

Member	Weekday	Weekend	Total
Fruth, Dave	106	196	302
Cage, Todd	67	92	159
Loftus, Kenny	101	28	129
Schossow, Scott	110	12	122
Boice, Nathan	83.5	36	119.5
Kramer, Katherine	86	32	118
Carlson, Aaron	84	24	108
Weissing, Friedrich	89.5	0	89.5
Ambulance, Lewiston	78	6	84 X2
Smith, Jacob	53	20	73
Brindamour, Isaiah	0	70	70
Fohrman, Austin	62	0	62
Graham, Mark	56	2	58
Chamberlin, Grace	47	0	47
Hutsell, Jared	4	42	46
Engstrand, Kristine	19	26	45
Mockenhaupt, Jerel	42	0	42
Essig, Matt	33	5	38
Zabel, Emmaline	12	24	36
Pelaez, Cassara	28	8	36
Ferden, Sarah	18	12	30
Market, Terese	16	12	28
Arndt, Madison	24	0	24
Majerus, Gary	12	12	24
Burt, Shiela	2	2	4
Dailey, Paige	0	0	0
TOTALS	1155	655	1810

LOA

31 days x 24 hours= 744 x2 crewmembers
1,488 hours of coverage required
Lewiston= 244 hours (16%)
St. Charles= 1,252 hours (84%)

RIDE ALONG CANDIDATES			
Member	Weekday	Weekend	Total
Johnson, Polly	30	38	68
Zabel, Emmaline	28	0	28
Kramer, Daniel	27	18	45
Kronebusch, Isaiah	38.5	0	38.5
Stephens, Logan	38	0	38
Todd, Anna	24.5	12	36.5
Brown, Cindy	0	26	26
Neumann, Blake	25	0	25
Guenther, James	16	8	24
Schott, Carrie	14	0	14
Bailey, Nikki	13	0	13
Ziarnik, Taylor	13	0	13
Patzner, Rebecca	8	0	8
Jonsgaard, Nickole	0	0	0
MacPartland, Valerie	0	0	0
Reiman, Tanya	0	0	0
Borck, Emily	0	0	0
TOTALS	275	102	377

2023 ST. CHARLES AMBULANCE ROSTER

Name	Title	Residency
Arndt, Madison	EMT	Out of Town Member
Bailey, Nikki	RN-EMT Training	St. Charles
Binner, Rebecca	EMT TRAINING	St. Charles
Boice, Nathan	EMT	St. Charles
Brindamour, Isaiah	EMT	Out of Town Member
Brown, Cindy	EMT TRAINING	Out of Town Member
Burt, Sheila	EMR	St. Charles
Cage, Todd	Paramedic	St. Charles
Carlson, Aaron	EMT	St. Charles
Dailey, Paige	EMT	Out of Town Member
Engstrand, Kristine	Paramedic	St. Charles
Ferden, Sarah	EMT	St. Charles
Fohrman, Austin	EMT	St. Charles
Fruth, Dave	EMT	Out of Town Member
Graham, Mark	EMR	St. Charles
Hutsell, Jared	EMT	St. Charles
Johnson, Polly	EMT TRAINING	St. Charles
Kramer, Katherine	EMT	Out of Town Member
Kronebusch, Isaiah	EMT TRAINING	St. Charles
Loftus, Kenny	EMR	St. Charles
MacPartland, Valerie	RN-EMT Training	Out of Town Member
Majerus, Gary	EMT	St. Charles
Mockenhaupt, Jerel	EMT	St. Charles
Neumann, Blake	EMT TRAINING	St. Charles
Pelaez, Cassara	EMT	St. Charles
Schossow, Scott	EMR	St. Charles
Schott, Carrie	RN-EMT TRAINING	St. Charles
Smith, Jacob	EMT	Out of Town Member
Todd, Anna	EMT TRAINING	St. Charles
Weissing, Friedrich	EMT	Out of Town Member
Zabel, Emmaline	EMT	Out of Town Member

TRAINING OFFICER

PT EMPLOYEE

PT EMPLOYEE

YELLOW=NEW RECRUIT

EMT'S=18 EMR'S=4 RECRUIT'S=9 TOTAL MEMBERS=31

LEWISTON STAFF

Essig, Matt	EMT	DIRECTOR
Schell, Miranda	Paramedic	PT. EMPLOYEE



CITY OF ST. CHARLES
PROCLAMATION
SEPTEMBER 8TH – 17TH, 2023
DESIGNATED WELCOMING WEEK

WHEREAS, Our community’s success depends on making sure that all residents feel welcome here. Today, new residents are a vital part of our community — bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value.

WHEREAS, this week, we honor the spirit of unity that is bringing neighbors together across community. During Welcoming Week, I invite all residents of St. Charles to join this movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming. By working together, we can achieve greater prosperity and make our community the kind of place where diverse people from around the world feel valued and want to put down roots.

WHEREAS, regardless of where we are born or what we look like, we are residents, united in our efforts to build a stronger community. By recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home.

WHEREAS, let us come together to build communities where every resident has the opportunity to contribute at his or her best. Let us come together to create more prosperous communities and to reaffirm that Minnesota still stands as a beacon of freedom and opportunity.

NOW, THEREFORE, I, John Schaber, by virtue of the authority vested in me by the Constitution and laws of Minnesota, do hereby proclaim the week of September 8, 2023, Welcoming Week. I call upon the people of St. Charles to join together to build stronger communities across our community.

Mayor John Schaber

(Seal)

INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL MEMBERS
FROM: ANDREW LANGHOLZ
SUBJECT: 2024 GOVERNMENTAL BUDGETS
DATE: 9/8/2023

Enclosed is the preliminary 2024 budget for governmental funds. The proposed preliminary budget is \$2,247,399 an increase of \$417,057 or 22.79%. Several contributing factors to the preliminary increase include a new levy for operating the Ambulance Department, worker's compensation and property & casualty insurance, health insurance, and wages. I'm strongly recommending that the Capital Improvement Fund return what previous levies have been at a minimum. Minor changes within the existing operating budgets have been made to align identified trends and known increases.

10 General Fund – The General Fund has a proposed levy reduction of \$1,148.00, this is only due to the city receiving an increase in LGA by \$126,898.00 and a Small Cities Assistance for streets totaling \$84,322.00.

Below is a list of departments under the General fund and their most significant changes in expenditures.

- Council – Unchanged
- Elections - \$3,500 increase – Election year.
- Administration - \$35,400 increase – Legal services, health insurance, regular salaries, computer maintenance, and insurance.
- City Hall - \$4,360 increase – Insurance and utilities.
- Emergency Management - \$2,700 reduction – Professional services and equipment repair.
- Senior Center - \$3,800 increase – Utilities.
- Police - \$81,325 increase – Health insurance, worker's comp insurance, PERA, wages, gas & oil, and property insurance.
- Street – 27,750 increase – Worker's comp insurance, health insurance, vehicle repair, wages, and repair & maintenance.
- Forestry - \$15,750 reduction – This is primarily due to me reallocated a significant portion of the repair & maintenance (tree removal) line to the Electric Department, as the majority of the tree work that is hired out is for clearing around powerlines.
- Pool - \$35,800 increase – Lifeguard wages, pool laborer wages, pool manager wages, and utilities. Park & Rec Director Rick Schaber and I will have meetings to further discuss how to optimize employees.

- Recreation - \$13,175 increase – Regular salaries and health insurance.
- Park – 13,550 increase – Temporary salaries, repair & maintenance, and worker's comp insurance.

Police revenues have been reduced by \$5,050 based on the performance from the last several years. I have not proposed any fee changes at this time, those will be presented in the coming months to lower the preliminary levy.

20 Advertising Fund - The Advertising Fund levy increased by \$1,500. Trends indicate that donations for advertising are unreliable and recommended not to assumed by budgeting. The last advertising donation was received in 2019.

21 Fire Fund - The proposed levy increased by \$28,600. \$5,000 of the increased levy is the agreed upon city contribution to the fire truck replacement schedule, for which the city share increased from \$25,000 to \$30,000 in 2024. Worker's compensation is budgeted to increase by \$9,000, while revenues from runs have decreased based on data from recent years.

22 Ambulance Fund – I'm recommending the council approve the \$220,000 preliminary levy to operate the ambulance service in 2024. This will be the first instance in which St. Charles has levied for the service, and it is a very significant amount. We can absolutely discuss this matter more at the council meeting, but I believe it would be better suited for a work session as there are a lot of moving pieces that were used to develop this number, including current and future staffing needs, capital outlay, and operating expenses.

Since my arrival the council has been privy to the magnitude of the problems plaguing the ambulance department. However, there are some bright spots I'd like to share. The service hired four new volunteer EMTs this summer and the Steering Committee has reached their goal of getting 10 qualified people to join the fall EMT course. The Steering Committee is very dedicated to providing support and mentorship to the new members.

24 Celebration Fund – Proposed increase in the levy of \$2,600. This is to adjust with the volatility in donations received year to year. I'm taking a more conservative approach for several revenue streams to help avoid running a deficit in multiple funds, which has deteriorated the health of our unassigned fund balance.

25 Capital Improvement Fund – I highly recommend that the council approve raising the CIP to \$300,000, up from \$140,000 in 2023. The average levy from 2017-2022 was \$269,681. The enclosed Master Projects List identifies \$438,187 in expenditures in 2024. This is a fund that warrants significant discussion in a work session, but for this memo I'll keep it brief. Overall, the data in the Master Project List is incomplete. While in the short-term (3-5 years), the city has a fairly adequate list to anticipate upcoming expenses. Anything beyond that timeframe lacks the detail to properly project the levy necessary to sustain the fund. From the material Mr. Bubany was given, he developed a CIP levy structure that projects the average expenditures between 2022-2026 at \$231,955. However, the list only displays average annual expenditures of \$121,200 between 2027-2031. This is a difference of over \$110,000 annually. Mr. Bubany is only able to operate with the information that is provided to him. I would like to provide Mr. Bubany with a baseline assumption that the city will average at least \$250,000 of expenditures annually that beyond the 5 year mark. Especially since the list at this point isn't exhaustive. This will allow him to better project minimum levy requirements and avoid significant shortfalls due to lowering the levy.

26 Library Fund – levy increased \$10,610. This increase is primarily due to salary/insurance costs. I have also requested a 10% increase in materials for the library, which totals \$1,600. This amount hasn't changed for more than a decade. In 2024, Jill and I intend on working with Winona County to consider increasing the allocation for libraries in the county and reassess the current split for the existing allocation.

58 2018A Street Bond – the required levy amount for this bond is \$79,118.

61 2019A GO Refinancing Bond – \$77,153. This is the required levy to cover debt service, less \$40,000 annual transfer from Water Fund.

62 2021A GO Bond - the required levy amount for this bond is \$498,714; after contributions from the Water and Sewer Funds of \$50,112.

63 2021B GO Refunding Bond - This is the refunding of the 2015A EMS bond. The required levy amount for this bond is \$81,692 after the continued contributions from Ambulance, Fire, and Electric departments totaling \$45,000.

64 2022A GO Equipment Bond – The required levy amount for the bond is \$90,048; after contributions from Fire and ARPA funds, the levy amount will be \$25,000.

Statement from the August 22, 2023 budget memo:

Two additional pieces of information the council should consider are a statement from a memo provided to the council last year from Melissa and a specific point that our auditors made this year during their presentation.

First, Melissa made the following statement *“We have tried for many years to shift dollars from one expenditure line to another in order to keep from increasing budgets. Unfortunately, with the trends we are seeing that wasn't a sound option looking at the 2023 budget.”*

Second, the auditors shared that it is city policy that our unassigned fund balance remain between 35 – 50%. At the end of fiscal year 2022, St. Charles had an unassigned fund balance of 39%. The auditors mentioned we should keep an eye on this number since the fund balance has deteriorated from the 54% mark that was held in 2016.

I recommend that the Council take these two statements into consideration when determining not only the 2024 budget, but for years to come. Ultimately, we're all looking to ensure that St. Charles remains an attractive place for current and potential residents and businesses. While a significant component of that is the overall tax rate, there are many other factors that come into play, such as services offered, facilities, emergency services, and creating a sense of place.

This is not the budget proposal I was hoping to deliver to the council during my first budget season. I take every levy increase seriously, however, one of this magnitude is hard to digest. One reason I've always chosen to live in the city where I work is to hold myself more accountable for every choice I make, knowing that I too will be impacted by this change. I will work tirelessly with staff to try to reduce the levy. Unfortunately, I do believe that the levy will need to remain higher than what the council is used to in order to maintain our commitment to service for our community and to correct the trajectory of our unassigned fund balance.

I encourage you to reach out if you have any questions regarding the 2024 budget.

MASTER PROJECT LIST

CITY OF ST. CHARLES Capital Improvement Schedule

2024			
Department	Description	Amount	Fund
Admin	SEMCAC bus	\$ 36,000	25 Capital Improvement Fund
	City Car	\$ 30,000	25 Capital Improvement Fund
Parks	Aquatic center - water slide	\$ 100,000	25 Capital Improvement Fund
	Whitewater Stream	\$ 50,000	Applied for DNR Grant
Street	Seal Coating	\$ 20,000	25 Capital Improvement Fund
	Plow Truck Lease (6/6)	\$ 36,137	25 Capital Improvement Fund
	11th street bridge/widening	\$ 120,000	25 Capital Improvement Fund
Sidewalks	Annual Improvements	\$ 10,000	25 Capital Improvement Fund
Police	Squad Lease	\$ 36,050	25 Capital Improvement Fund
	Total	\$ 438,187	