



The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, September 26, 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 26, 2023 Agenda	APPROVE
4. Consent Agenda	APPROVE
a. Resolution #27-2023 - Establishing 2023 Rental Rate for Church	
b. Resolution #29-2023 – Accepting a Donation – Friends of the Library	
c. Professional Services Agreement – West 11 th Street Culvert	
5. Notices and Communications	
6. Review of Financials	
7. Resolution #26-2023 - EDA Levy for 2024	APPROVE
8. Resolution #28-2023 - 2024 Preliminary Levy	APPROVE
9. Resolution #30-2023 – Transfer Funds and Close Obsolete Fund	APPROVE

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

ADJOURNMENT



**MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, September 26, 2023**

4. Consent Agenda

- a. **Resolution #27-2023 – Establishing 2023 Rental Rate for Church** – There has been interest by parties in renting the church west of City Hall. Please review the attached resolution for more information.
- b. **Resolution #29-2023 – Accepting a Donation – Friends of the Library**
- c. **Professional Services Agreement – West 11th Street Culvert**

7. Resolution #26-2023 – EDA Levy for 2024

8. Resolution #28-2023 – 2024 Preliminary Levy – The proposed preliminary levy remains unchanged from what was presented at the previous council meeting. The proposal is an increase of \$417,057, which equates to 22.79%. The proposed Ambulance levy is 12.02% or \$220,000. This is a new levy line, as the city hasn't levied for ambulance previously. The Capital Improvement Plan (CIP) levy consists of an 8.74% levy, an increase of \$160,000. This increase is vital to ensure the capital improvement fund is funded for replacing equipment and completing projects. In total, the Ambulance and CIP levy consists of 20.76% of the total 22.79% proposed levy. The intent is for the Council to hold a work session, and for staff to propose ways to reduce the final levy.

I will be providing information regarding the proposed levy in the fall/winter newsletter. Transparency has been a point of emphasis since I've started this position. It is crucial during this time to share with residents and business-owners where their proposed tax dollars are being allocated and that the council is working to reduce the final levy.

9. Resolution #30-2023 – Transfer Funds and Close Obsolete Fund – I briefly mentioned this move at our previous council meeting. The ARPA Fund has a balance of \$246,902.34. Of that, the city has already committed \$100,000 towards the bond payment of the new fire truck. I'm recommending we transfer those funds and place them directly into Fund 64 – 2022A GO Equipment. I then recommend transferring the remaining \$146,902.34 to the Ambulance Fund to use for operational expenses from now till we receive our first half tax settlement in July 2024. At that point we could close Fund 32 – ARPA.

**CITY OF ST. CHARLES
WINONA COUNTY, MINNESOTA**

**RESOLUTION #27-2023
RESOLUTION ESTABLISHING 2023 RENTAL RATE FOR THE CHURCH**

WHEREAS, the St. Charles City Council ordinarily establishes fine and fees annually by ordinance; and,

WHEREAS, the city would like to institute an interim rental fee for the remainder of 2023 for the rental of the church building and the deck located west of city hall; and,

WHEREAS, the city has elected to establish this fee via resolution and include it via ordinance for 2024.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Winona County, Minnesota that the rental rate for the church building with the deck is a minimum of \$150, which includes a three hour block of time, plus \$50 per hour after and a \$500 deposit.

Adopted this 26th day of September 2023 by the Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

City of St. Charles
Resolution #29-2023

**RESOLUTION ACKNOWLEDGING THE DONATION TO THE ST. CHARLES LIBRARY
FROM THE FRIENDS OF THE ST. CHARLES PUBLIC LIBRARY.**

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

WHEREAS, the St. Charles Library has received a donation in the amount of \$1,310.97 from the Friends of the St. Charles Public Library to be used by the St. Charles Library Department to purchase VOX Books and baby changing stations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: the City Council of the City of St. Charles acknowledges and accepts the \$1,310.97 donation from the Friends of the St. Charles Public Library.

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

Adopted this 26th day of September 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator



PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **West 11th Street Culvert** .

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

Easement acquisition, negotiations, bidding assistance, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Funding for the culvert has been secured through MnDOT’s Local Bridge Replacement Program (LBRP). Details on the program are listed in Exhibit A. Some item are not eligible for funding, therefore items below are listed as reimbursable or non-reimbursable.

Basis of Compensation

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

Item 1 - Lump Sum Fee of \$5,000 including Expenses. (non-reimbursable)

Item 2-3 - Billed Hourly with an Estimated Fee of \$7,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent. (non-reimbursable)

Item 4 - Billed Hourly with an Estimated Fee of \$21,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent. (reimbursable)

Executed this _____ day of September, 2023

City of St. Charles

WHKS & co.

By: _____

By: _____

Printed Name: _____

Printed Name: William Angerman

Title: _____

Title: Exec VP, COO



Exhibit A to Professional Services Agreement

A. Project Description

The Project consists of the reconstruction of West 11th Street between Wabasha Avenue and St. Charles Avenue. The project includes replacing the existing road and pedestrian bridges. A new 12'x6' box culvert will be installed as Bridge No. 85J55. The project has been designed to MnDOT State Aid Standards.

The project has applied for and received Local Bridge Replacement Program (LBRP) funds. The funds will cover the bridge and approach costs. The City must provide a \$10,000 cost share and pay \$10,000 towards engineering for the bridge and approaches as required by the LBRP. The necessary street approaches for the bridge do not extend to Wabasha Avenue or St. Charles Avenue. Therefore, approximately 70' of 11th Street is being reconstructed at City Cost.

B. Scope of Services Provided Under This Agreement:

1. **Easement Acquisition (Non-Reimbursable)**

- Prepare easement exhibits and meet with property owners to discuss temporary and permanent roadway easements.
- We are assuming the City Attorney will draft the legal easement documents based on the prepared easement exhibits.

2. **Bidding Assistance (Non-Reimbursable)**

- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding the construction contract.

3. **Construction Administration & Observation – Street (Non-Reimbursable)**

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.
- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in

recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 40 hours of observation and travel time.

- The testing of materials will be included in the bid package as a bid allowance to be paid by the Contractor.

4. Construction Administration & Observation – Bridge (Reimbursable)

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.
- Prepare record drawings from Contractor provided “mark-ups” at the completion of the construction.
- Provide construction updates to the Client.
- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety. Fee based on 120 hours of observation and travel time.
- The testing of materials will be included in the bid package as a bid allowance to be paid by the Contractor.

C. Special Engineering Services:

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

Special Engineering Services include:

1. Special assessment assistance
2. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
3. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
4. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

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

2. Governing Law

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

3. Standard of Care

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

4. Integration

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

5. Guarantees and Warranties

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

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

6. Indemnification

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

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

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

7. Billing and Payment Provisions

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

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

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

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

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

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

8. Ownership of Records

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

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

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

9. Delivery of Electronic Files

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

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

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

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

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

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

10. Changed Conditions

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

11. Permits and Approvals

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

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

12. Suspension of Services

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

13. Termination

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

14. Unauthorized Changes

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

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

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

15. Jobsite Safety

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

16. Additional Services

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

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

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

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

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

17. Dispute Resolution

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

18. Third Party Beneficiaries

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

19. Extension of Protection

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

20. Timeliness of Performance

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

21. Delays

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

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

22. Right to Retain Subconsultants

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

23. Assignment

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

24. Severability and Survival

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

25. Hazardous Materials

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

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

26. Joint Participation

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

27. Record Documents

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

Revised 02/23/07

Revised: 04/29/09

**CITY OF ST. CHARLES
WINONA COUNTY, MINNESOTA**

**RESOLUTION #26-2023
RESOLUTION APPROVING LEVY REQUEST SUBMITTED BY THE
ST. CHARLES ECONOMIC DEVELOPMENT AUTHORITY
FOR TAXES PAYABLE 2024**

WHEREAS, the St. Charles Economic Development Authority (“EDA”) has prepared and presented a budget to the City Council of St. Charles, Minnesota and an estimate for tax revenues needed for EDA programs and operations for the 2024 calendar year; and,

WHEREAS, pursuant to Minnesota Statutes Section 469.107 a City may authorize a levy for economic development purposes in an amount that does not exceed 0.01813% of its estimated market value; and

WHEREAS, a levy request by an EDA requires the governing body (City Council) to approve certification of said levy request to the County Auditor by September 30th for the following year’s taxes; and

WHEREAS, said levy request is to be treated as a special taxing district in accordance with Minnesota Statutes Section 275.066 and appear as a separate line item on the 2024 property tax statements; and

WHEREAS, the levy request contemplated in this Resolution is to be considered a stand-alone request and is not to be automatically renewed for future years’ taxes.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Winona County, Minnesota that the levy request for taxes payable 2024 for all taxable property within the corporate boundaries of the City of St. Charles, Winona County, Minnesota in the amount of \$76,724.15 submitted by the St. Charles EDA and City Council of St. Charles is hereby approved for certification to the Winona County Auditor.

Adopted this 26th day of September 2023 by the Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

CERTIFICATION

I, Andrew Langholz, duly appointed City Administrator of the City of St. Charles, do hereby certify that the above resolution is a true and correct copy of Resolution #26-2023 entitled “RESOLUTION APPROVING LEVY REQUEST SUBMITTED BY THE ST. CHARLES ECONOMIC DEVELOPMENT AUTHORITY FOR TAXES PAYABLE 2024 passed and approved by the St. Charles City Council, Minnesota, on the 26th day of September 2023.

City Administrator, City of St. Charles

CITY OF ST. CHARLES

Resolution #28-2023

**A Resolution Approving Preliminary 2023
Tax Levy Collectible in 2024**

WHEREAS, the City of St. Charles requires revenue to meet its expenses.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CHARLES that the following sum of money be levied for the current year, collectible in 2024, upon the property in said City of St. Charles, for the following purposes:

FUND	2024
General Fund	627,672
Capital Improvement Fund	300,000
Fire	103,900
Library	205,550
Debt Service 2018A	79,118
Debt Service 2019A	77,153
Debt Service 2021A	498,714
Debt Service 2021B	81,692
Debt Service 2022A	25,000
Other (Advertising)	19,000
Other (Celebration)	9,600
Ambulance	220,000
Total	2,247,399

The City Administrator is hereby authorized to transmit a copy of this resolution to the Council Auditor of Winona County, Minnesota.

Adopted this 26th day of September 2023 by the Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest: _____
Andrew Langholz, City Administrator

City of St. Charles
Resolution #30-2023

**RESOLUTION TO CLOSE OBSOLETE FUND ACCOUNTS AND
TRANSFER MONEY TO APPROPRIATE FUNDS**

WHEREAS, the City of St. Charles maintains a fund accounting system that segregates cash according to the source of use of that cash, and

WHEREAS, it is necessary to create certain Fund Accounts from time to time as the need arises, and to close certain Accounts as those needs disappear, and

WHEREAS, there is no longer a need to maintain an Account for the following activities:

1. Fund #32 – ARPA

WHEREAS, it is necessary and appropriate to transfer money from closed funds and other funds within the City’s accounting structure to eliminate the fund balances that currently exist in these accounts,

NOW THEREFORE, BE IT RESOLVED: the City Council of the City of St. Charles authorized the following transfers of money as follows:

1. Transfer of \$100,000.00 from Fund 32 – ARPA to Fund 64 – 2022A GO Equipment and commit \$25,000.00 annually towards the bond payment of the fire truck between 2023 – 2026.
2. Transfer the remaining \$146,902.34 from Fund 32 – ARPA to Fund 22 – Ambulance to cover operational expenses.
3. Close Fund 32 – ARPA as the fund is no longer needed.

Adopted this 26th day of September 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator