



The City Council of the City of St. Charles welcomes you to its
 Regular Meeting of Tuesday, March 28, 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. March 28, 2023 - Agenda	APPROVE
4. Consent Agenda	APPROVE
a. Advertisement of Summer Park & Rec Job List	
b. 2023 Summer Park & Rec Brochure	
c. Pay Request – Snow Contracting, LLC	
d. Resn. #11-2023 Requesting Dynamic Speed Display Sign	
e. Resn. #12-2023 Accept an Ambulance Donation (St. Charles Township)	
f. Move Council Meeting from May 9 th to May 10 th at 6:00 p.m.	
g. Move Council Meeting from August 8 th to August 9 th at 6:00 p.m.	
5. Notices and Communications (if applicable)	INFORMATION
6. Review of Financials	APPROVE
7. 2022 St. Charles Audit – Smith Schafer & Associates	APPROVE
8. Resn. #13-2023 Close Obsolete Fund Accounts and Transfer Money	APPROVE
9. Ambulance Service Agreement	APPROVE
10. Ambulance Premises License Agreement	APPROVE
11. Ambulance Equipment Loan Agreement	APPROVE
12. Sergeant Jones Step & Wage Recalculation	APPROVE
13. Public Hearing – Ordinance #653 – Fee Schedule	HOLD
14. Ordinance #653 – Fee Schedule (1 st Reading)	APPROVE
15. Resn. #14-2023 Accepting/Awarding Sanitary Sewer Lining	APPROVE
16. Promotion of Scott Bunke to Director of Public Works	APPROVE

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

ADJOURNMENT



**MEMORANDUM for the CITY COUNCIL of St. Charles for
Tuesday, March 28, 2023**

4. Consent Agenda

- a. **Advertisement of Summer Park & Rec Job List**
- b. **2023 Summer Park & Rec Brochure**
- c. **Pay Request – Snow Contracting, LLC**
- d. **Resn. #11-2023 Requesting Dynamic Speed Display Sign**
- e. **Resn. #12-2023 Accept an Ambulance Donation (St. Charles Twp)**
- f. **Move Council Meeting from May 9th to May 10th at 6:00 p.m. – Due to an election.**
- g. **Move Council Meeting from August 8th to August 9th at 6:00 p.m. - Due to an election.**

7. 2022 St. Charles Audit – Smith Schafer & Associates – Jason Boynton (Smith Schafer & Associates) will be present to provide the 2022 audit. I recommend a motion to accept the 2022 audit.

8. Resn. #13-2023 Close Obsolete Fund Accounts and Transfer Money – This resolution is based on findings from the 2022 audit. Fund 31 has approximately \$200.00 remaining that has been unused for several years. The recommendation is to transfer the remaining funds into the General Fund and close Fund 31. Fund 55 has a deficit of approximately \$11,477.00, with only a small portion of delinquent payments outstanding. The remaining delinquent payments won't cover the deficit. Mike Bubany, Mellissa, and I are recommending that a transfer from the General Fund be used to eliminate the deficit and close the fund.

9. Ambulance Service Agreement – The document is largely unchanged from what was presented at the work session. The only changes provided clarification and fixed grammatical errors.

10. Ambulance Premises License Agreement – The changes to the document from the work session include updated language regarding the property legal description and verbiage. No structural adjustments to the document were made.

11. Ambulance Equipment Loan Agreement – This document is unchanged from when it was presented at the work session.

- 12. Sergeant Jones Step & Wage Recalculation** – As discussed at the work session, I recommend that the council make a motion to approve moving Sergeant Jones to Step 4 of the Sergeant pay scale and provide backpay from the date of his promotion.
- 13. Public Hearing – Ordinance #653 – Fee Schedule** – Hold public hearing.
- 14. Ordinance #653 – Fee Schedule (1st Reading)** – There are minor adjustments and additions under goods and materials, pet licensing, and meter deposits.
- 15. Resn. #14-2023 Accepting/Awarding Sanitary Sewer Lining** – Bids are being opened the same day the council packet goes out, so I don't have the information to complete the resolution as of the composition of this memo. I will provide the council with the actual resolution at the council meeting.
- 16. Promotion of Scott Bunke to Director of Public Works** – I've had ongoing discussions with Mr. Bunke who is interested in becoming the next Director of Public Works for the City of St. Charles. I've also received input from the city attorneys from Flaherty & Hood who have stated that there is no law requiring the city to post, advertise, or the like for a job vacancy or go through any particular process to get a candidate. They suggested reviewing personnel policies and city code to determine any specific city requirements for hiring. The personnel handbook and city code both state under, *Vacancies. Seniority in a particular department shall be considered when filling vacancies in higher paying jobs. Qualifications will be determined by the department head and confirmed by the proper board or council.* It was our attorney's opinion that since this promotion is not within the same department or part of a union and since the city has a past practice of succession planning through promotion without posting a position the council is able to simply promote Mr. Bunke. If a motion to promote Mr. Bunke is made, I suggest it be stated "Motion to promote Scott Bunke to the Director of Public Works position contingent on successful terms of a labor agreement." From there I will develop an offer letter for Mr. Bunke that would be approved at a future meeting.

**ST. CHARLES PARK & RECREATION DEPARTMENT
JOB LISTINGS
2023**

Aquatic Center Staff:

- Aquatic Center Manager (must be certified)
- Lifeguards (must be certified)
- Swim Lessons Manager (must be certified)
- WSI (Certified Water Safety Instructor)
- Cashiers

Each individual job duties can be obtained at City Hall in St. Charles. Positions run from approx. (May 15th - August 20th, 2023). Apply at City Hall in St. Charles by 5:00 p.m. on April 3rd, 2023. E.O.E.

Recreation Assistant:

Includes organization & implementation of all Summer Youth Programs. Must have knowledge of various recreation activities is required. Flexible hours to include days, evenings & weekends. Average between 10 to 20 hours per week for 10 weeks. Apply at City Hall in St. Charles by 5:00 p.m. on April 3rd, 2023. E.O.E.

Park Assistant:

Knowledge of lawn maintenance, equipment & ballfield maintenance is required. Flexible hours to include days & weekends. Average between 30 to 40 hours per week (May 1st – August 31st, 2023). Apply at City Hall in St. Charles by 5:00 p.m. on April 3rd, 2023. E.O.E.

Contact:

**Rick Schaber
Park/Recreation Director
City of St. Charles
830 Whitewater Ave.
St. Charles, MN 55973
(507)932-3020
rschaber@stcharlesmn.org**

INTRODUCTION

WELCOME TO SUMMER 2023: In this brochure, you will find all the information you need to get involved & enjoy your summer with the St. Charles Park/Recreation Department.

PAVILION RESERVATIONS: The City of St. Charles has pavilions, which may be reserved in many of our City Parks. A rental fee & deposit are required. For reservations or more information, please contact City Hall either by phone or in person. * New this year – reservations may be submitted for approval online at www.stcharlesmn.org (under facility rentals).

PICNIC TABLE RENTAL: There will be 4 picnic tables available for a small rental fee of \$5.00 per/table. They can be reserved by stopping at City Hall or contacting City Hall at (507)932-3020.

FINANCIAL ASSISTANCE: The Park/Recreation Department has an adjustable fee scale set up for families with low incomes. If you would like to inquire about these fees, please contact the Park/Recreation Director at City Hall.

CANCELLATION ANNOUNCEMENTS: All Park/Recreation program related activities that are cancelled will be announced on KTTC.COM, on www.facebook.com/stcharlesmn/ & on www.stcharlesmn.org

HAT/HELMET POLICY: For the protection of the youth, we require all t-ball, girl's softball & boy's baseball players to wear both hats and helmets when batting. Helmets are to be worn for player safety & hats are worn to help control the spread of lice.

REGISTRATION INFORMATION: Everyone wishing to participate in a Park/Recreation program must complete a registration form/waiver & return it to the Park/Recreation Department at City Hall or Elementary School Office or online line at www.stcharlesmn.org by the program deadline.

VOLUNTEER COACHES: In an effort to create more family involvement, the girl's softball & boy's baseball programs will be played on weekday evenings. The Park/Recreation Department is seeking adult volunteers to coach those teams. Teams may have more than one coach. Coaches will be expected to exemplify the Park/Recreation philosophy & model positive sportsmanship. If you are interested in coaching, please contact Rick Schaber (932-3020) as soon as possible.

GLADIOLUS DAYS (August 20th – 27th, 2023)

MISS GLADIOLUS DAYS SCHOLARSHIP PAGEANTS: Applications will be available on the City of St. Charles website on April 1st, 2023. All registrations must be done online (no paper applications will be accepted) & all applications are due by July 24th, 2023.

- The parent meeting will be held on Saturday, August 5th, 2023 at the Elementary School Auditorium.
- Rehearsals are on August 6th, 12th, 13th & 19th, 2023.
- Pageant Dates (Little Miss & Jr. Miss = Sunday, August 20th) and (Teen Miss = Monday, August 21st, 2023).
- Little Miss (K – 4th grade for the 2022 – 2023 school year) = \$25.00
- Jr. Miss (5th – 8th grades for the 2022 – 2023 school year) = \$50.00
- Teen Miss (9th – first year of college for the 2022 – 2023 school year) = \$100.00

For more information or questions, please contact Tiffany Anderson (507)313-6495 or at gladiolusdayspageant@gmail.com

SUMMER PROGRAMS

GOAL & INTENT: The Park/Recreation Department’s goal for each program is to provide participants with the opportunity to learn the basic skills & strategies of the game. It is not our intent to have a “win at all cost” attitude. Our staff will do their best to allow equal playing time. With that being said, it is nearly impossible to have exactly equal playing time. “Kids would rather play & lose, than not play & win”.

T-BALL

AGES: Boys & Girls (Pre K & Kindergarten)
***Participants must be registered for kindergarten for the 2023-24 school year** or they are currently in Kindergarten as of May 2023 to participate in T-Ball.

START TIME: (9:00AM – 10:00AM) *The first day will be team organization & a clinic*
*Games are played on Mondays & Wednesdays (9am to 10am or 10am to 11am)

START DATE: Monday, June 5th, 2023.

ENDING DATE: Wednesday, July 26th, 2023.

DEADLINE: Friday, June 2nd, 2023.

LOCATION: High School Ballfields

COST: \$25.00 per / person

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

8 & UNDER GIRLS SOFTBALL

AGES: Girls (1st & 2nd grades) *The grade that they are in as of May of 2023*

START TIME: (10:00AM - 11:00AM) *Practices will be on Tuesdays & Thursdays*

START DATE: Tuesday, June 6th, 2023.

ENDING DATE: Thursday, July 27th, 2023.

DEADLINE: Friday, June 2nd, 2023.

LOCATION: High School Ballfields

COST: \$30.00 per / person

*****This team will have a small number of games against other local communities. These games will be played at City Park in St. Charles for our home games & at other local communities for the away games.**

In this program, the girls will be introduced into the game of softball. The basic fundamentals will be taught, while promoting good sportsmanship.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

GIRLS SOFTBALL

AGES: Girls (3rd - 6th grades) *The grade that they are in as of May 2023*
START TIME: 7:00 PM
START DATE: Sunday, April 2nd, 2023. (Parent Meeting)
We encourage any first time/new parents to this program to attend this meeting!!!
ENDING DATE: End of July 2023.
DEADLINE: Monday, April 3rd, 2023.
LOCATION: Elementary School Auditorium
COST: 10 & Under and 12 & Under = \$40.00 per / person
Registration is due by Monday, April 3rd!!!

At this meeting, you will receive information on the upcoming season. Practices typically do not start until late May or early June for our youth softball programs.

In this program, the girls will host & travel to other communities for their games. Games are not scheduled to start until the second week of June.

The objectives of this program are to teach youth the fundamentals of the game, while also promoting good sportsmanship.

This is a semi-competitive program (playing to win, but not at all cost). Playing time will be determined by the coaching staff & is not designed to be equal. Although playing time is not designed to be equal, the coaches are asked to give each participant an opportunity to participate.

Girls will be divided into teams according to their grade level:

10 & Under (3rd & 4th grades)

12 & Under (5th & 6th grades)

Games will be played on:

10 & Under (Wednesdays)

12 & Under (Mondays)

***Families are encouraged to donate any pants, cleats &/or gloves that have been outgrown to other families in the program. Please bring your items that you would like to donate to the April 2nd meeting or you can drop them off at City Hall.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

Adult volunteer coaches are needed for the Girls Softball Programs. If you are interested, please contact Rick at City Hall at (507)932-3020.

BOYS BASEBALL

AGES: Boys (1st - 8th grades) *The grade that they are in as of May 2023*

START TIME: 7:00 PM

START DATE: Sunday, April 2nd, 2023 (Parent Meeting).
We encourage any first time/new parents to this program to attend this meeting!!!

ENDING DATE: End of July 2023.

DEADLINE: Monday, April 3rd, 2023.

LOCATION: Elementary School Auditorium

COST: 8 & Under = \$40.00 per / person
10U, 12U and 14 & Under = \$60.00 per / person
Registration is due by Monday, April 3rd!!!

At this meeting, you will receive information on the upcoming season. Practices typically do not start until early May for our youth baseball programs. In this program, the boys will host & travel to other communities for their games. Games are not scheduled to start until the last week of May.

The objectives of this program are to teach youth the fundamentals of the game, while also promoting good sportsmanship.

This is a semi-competitive program (playing to win, but not at all cost). Playing time will be determined by the coaching staff & is not designed to be equal. Although playing time is not designed to be equal, the coaches are asked to give each participant an opportunity to participate.

Boys will be divided into teams according to their grade level:

- 8 & Under (1st & 2nd grades)
- 10 & Under (3rd & 4th grades)
- 12 & Under (5th & 6th grades)
- 14 Under (7th & 8th grades)

Games will be played on:

- 8 & Under (Tuesdays & Thursdays)
- 10 & Under (Mondays, Thursdays & Weekends)
- 12 & Under (Wednesdays, Fridays & Weekends)
- 14 & Under (Tuesdays, Fridays & Weekends)

***Families are encouraged to donate any pants, cleats &/or gloves that have been outgrown to other families in the program. Please bring your items that you would like to donate to the April 2nd meeting or you can drop them off at City Hall.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

Adult volunteer coaches are needed for the Boys Baseball Programs. If you are interested, please contact Rick at City Hall at (507)932-3020.

TRACK & FIELD CAMP

AGES: Boys & Girls (3rd – 6th grades) *The grade that they are in as of May 2023*
START TIME: 9:00AM – 10:00AM (Mondays, Wednesdays & Fridays)
START DATE: Monday, June 5th, 2023.
ENDING DATE: Friday, July 30th, 2023.
DEADLINE: Friday, June 2nd, 2023.
LOCATION: High School Track
COST: \$25.00 per / person

This program will be run by Eric Klein (Head Coach of our High School Track & Field Program). At this camp, participants will get instruction on a number of track/field events & will then work on those skills at each practice.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

SUMMER KICKBALL

AGES: Boys & Girls (Pre K & K) (1st & 2nd grades)
***Participants must be registered for kindergarten for the 2023-24 school year &/or the grade that they are in as of May 2023.**
START TIME: Tuesdays (Pre K & K = 9:00AM -10:00AM)
Tuesdays (1st & 2nd = 10:00AM -11:00AM)
START DATE: Tuesday, June 6th, 2023.
ENDING DATE: Tuesday, July 25th, 2023.
DEADLINE: Friday, June 2nd, 2023.
LOCATION: High School Ball fields
COST: \$20.00 per / person

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

BASICS OF DISC GOLF

AGES: Boys & Girls (4th – 9th Grades) *The grade that they are in as of May 2023*
START TIME: Tuesdays & Thursdays (9:00AM – 10:30AM)
START DATE: Tuesday, June 6th, 2023.
ENDING DATE: Thursday, June 29th, 2023.
DEADLINE: Friday, June 2nd, 2023.
LOCATION: Jessens Park Disc Golf Course
COST: \$20.00 per/person

Never played disc golf, but want to try? Been playing for a few years, but looking to improve? This Park & Rec Program is for you! In this program, participants will learn the skills necessary to play the game of disc golf. The emphasis will be on understanding the flight path of a disc, the variations among different makes & models of disc golf discs, how to score a round of disc golf & the proper etiquette & procedures to follow when on the course. This course will be taught by Mychael Redig. Mychael invites any parents to participate & would like to meet with the volunteers prior to the start of the program if possible.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

SUMMER DANCE

AGES: Boys & Girls (K - 8th Grades) *The grade that they are in as of May 2023*
START DATE: Tuesday, June 6th, 2023.
CLASS DATES: (Tuesday's & Thursday's)
June 6th, 8th, 13th, 15th, 20th, 22nd, 27th & 29th and July 6th, 11th & 13th.
ENDING DATE: Tuesday, July 18th, pictures at 11:30AM & performance at 1:00PM.
DEADLINE: Friday, June 2nd, 2023.
LOCATION: Elementary School
COST: \$40.00 per / person
TIMES: Grades: K - 1 12:00PM - 1:00PM
2 - 3 1:00PM - 2:00PM
4 - 6 2:00PM - 3:00PM
7 - 8 3:00PM - 4:00PM

This class is similar to the SCES dance camps, but with more time for dance technique & skills. Routines may be taught in the style of Jazz/Funk, Hip Hop, Lyrical, Kick/Precision & Novelty depending on class preference & progress. Each class will start with a warm up & end with stretching. Proper & safe techniques will be taught as well as performance poise & presentation. Dancers should wear comfortable clothes (t-shirt & shorts) & gym shoes. They should bring a filled water bottle. This class is taught by SCHS Varsity Dance Team members & supervised by their coaching staff. All participants will receive a t-shirt (please indicate size on registration form) & awards.

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

JUNIOR GOLF CAMP

AGES: Boys & Girls (K - 6th grade) *The grade that they are in as of May 2023*
TIME: 1:00PM – 2:00PM (K – 3rd grades)
2:15PM – 3:15PM (4th – 6th grades)
DATES: July 18th, 19th & 20th, 2023
DEADLINE: Friday, July 14th, 2023
LOCATION: St. Charles Golf Course
COST: \$25.00 per/person

GOLFERS MUST HAVE THEIR OWN CLUBS

In this program, participants will receive instruction on the basics of golf. Our instructor for this camp is Heather Sullivan. If you have any questions, please contact Heather Sullivan at (507)269-3926 or at hdsullivan726@hotmail.com

Please fill out the PARTICIPATION AGREEMENT. Include your fee & return it to the ELEMENTARY SCHOOL OFFICE, CITY HALL or online at www.stcharlesmn.org

MEL BROWNELL FAMILY AQUATIC CENTER

The Aquatic Center features a 181-foot water slide, six lap swim lanes, one diving board, a drop slide, zero-depth entry with three water features, large sun deck, a concession area & much more fun & excitement for everyone. The Aquatic Center is for people of ALL ages!!!

OPENING/CLOSING DATES: The Aquatic Center will open for public use beginning Saturday, June 3rd, 2023 through Sunday, August 20th, 2023 (**dates subject to change**).

HOURS: The Aquatic Center will be open to the public from 1:00PM to 5:00PM & 7:00PM to 9:00PM, seven days a week.

DAILY RATES: Youth (18 & under)..... \$4.00 per/day
Adults..... \$5.00 per/day

ELECTRONIC PUNCH CARDS (GOOD FOR THE 2023 SEASON ONLY): These electronic punch cards will be replacing the strip tickets that were sold in the past. These punch cards must be purchased at City Hall. After you have purchased your original card (the system will only allow (2) cards per/purchase), you will be able to purchase/reload additional punches online.

- 20 admissions = \$60.00 (\$3.00 per/admission)
- One punch good for one adult or one youth per/day.

MEMBERSHIPS (GOOD FOR THE 2023 SEASON ONLY): Family Membership = \$160.00
Single Membership = \$70.00

*** Memberships purchased before May 1st, 2023 will be sold at a 10% cost reduction

AQUATIC CENTER RENTAL: The Aquatic Center can be rented for birthday parties, family groups, organizations, company parties & other activities.

Rental Rates:

10	-	25	=	\$150.00
26	-	50	=	\$200.00
51	-	75	=	\$250.00
76	&	Up	=	\$300.00

Rental Hours: 9:00PM – 11:00PM (Monday - Sunday)
10:30AM – 12:30PM (Saturday or Sunday)

\$50.00 Deposit is required per/group.

To reserve a date to rent the Aquatic Center for your group, please call City Hall at 932-3020 or reserve online at www.stcharlesmn.org **A two-week notice is required.**

STORM WARNINGS: If the Aquatic Center closes due to inclement weather before 5:00PM & the weather then clears, the staff will be called back & the Aquatic Center will re-open at 7:00PM. If the Aquatic Center closes after 7:00PM because of inclement weather, the Aquatic Center will remain closed.

SWIM LESSONS

MASS REGISTRATION: Mass Registration on **Saturday, April 8th, 2023 is “ONLINE ONLY” & starts at 10:00AM (a Credit Card (VISA/Master Card) must be used for payment).** All Aquatic Center activities can be registered for at mass registration. Aquatic Center Punch Cards/Memberships will also be available for purchase. After mass registration on Saturday, April 8th, you may register at City Hall or online until the Aquatic Center opens, at which time you will be required to register at the Aquatic Center. Absolutely no early registrations will be accepted. No registrations will be accepted without payment or properly filled out & completed waivers. Please have alternative times & sessions in mind in case classes are full.

PROGRAM SCHEDULE:

Lap Swim	7:00AM- 8:00AM	(Monday – Friday)
	5:00PM – 6:00PM	(Monday – Friday)
Swim Lessons	8:00AM – Noon	(Monday – Thursday)
Swim Team	Noon – 1:00PM	(Monday – Thursday)
Open Swim	1:00PM – 5:00PM	(Monday – Sunday)
	7:00PM – 9:00PM	(Monday – Sunday)
Adult Lessons	8:30AM – 9:30AM	(Saturdays)
Parent/Child Lessons	9:30AM – 10:30AM	(Saturdays)
Aquatic Center Rental	9:00PM – 11:00PM	(Monday – Sunday)
	10:30AM – 12:30PM	(Saturday or Sunday)
Water Aerobics:	T.B.A. (Check at Aquatic Center)	

SWIM LESSON STRUCTURE:

<u>Level 1 (Tots)</u>	\$50.00	Must be 4 years old by the start of the class.
<u>Level 2(Beginners I)</u>	\$50.00	Must have passed level 1 or be able to pass skills test
<u>Level 3(Beginners II)</u>	\$50.00	Must have passed level 2 or be able to pass skills test
<u>Level 4(Advanced Begin)</u>	\$50.00	Must have passed level 3 or be able to pass skills test
<u>Level 5(Intermediate)</u>	\$50.00	Must have passed level 4 or be able to pass skills test
<u>Level 6(Swimmers)</u>	\$50.00	Must have passed level 5 or be able to pass skills test
<u>Level 7(Guard Start)</u>	\$50.00	Must have passed level 6 or be able to pass skills test

SPECIAL CLASSES & OPPORTUNITES:

Swim Team: \$50.00 Monday – Thursday (Noon – 1:00PM) Ages 8-18 only.
(June 5th – July 27th) The team will participate in area swim meets, host a swim meet & learn to swim competitively.

Parent/Child: \$40.00 Saturday (8:30AM – 9:30AM or 9:30AM – 10:30AM)
#1 (June 3rd – June 24th) Infants to 4 years old. At least one parent per/child must be with them in the water. This is a great introduction for kids to the water.
#2 (July 8th – July 29th)

Adult Swim Lessons: \$40.00 Whether your goal is to become a stronger swimmer or to overcome a fear of the water, these self-paced lessons will help you meet your goals. Dates & times will be flexible, so please contact city hall at 932-3020 if you are interested.

** All instructors are trained & certified by the Red Cross & are qualified to teach all classes. If you have questions on your or about your child’s physical condition, please consult your physician.

GUARD START PROGRAM/LEVEL 7:

The American Red Cross has officially adopted the Guard Start Program! We will offer four sessions of Guard Start this summer. The Guard Start program is a junior lifeguard program for children between the ages of 13-15 who want to enhance their aquatic skills & build a foundation for future courses in lifeguarding. This two-week course will focus on Prevention, Fitness, Response, Leadership & Professionalism. Students will also be instructed in basic CPR/First Aid. Participants will be paired with a certified lifeguard to observe & practice the skills they have learned.

SPECIAL EVENTS:

Kids Triathlon: 1st Saturday in July. Check the events board at the Aquatic Center for more info.

Water Aerobics: Check the events board at the Aquatic Center for more info.

Swim Meet: The Aquatic Center will be closed to the public for this event. Check the events board at the Aquatic Center for more info.

SWIM LESSONS DATES & SESSION SCHEDULE

Session 1:	June 5 th – June 15 th (Monday – Thursday)
Session 2:	June 19 th – June 29 th (Monday – Thursday)
Session 3:	July 10 th – July 20 th (Monday – Thursday)
Session 4:	July 24 th – August 3 rd (Monday – Thursday)

<u>Session 1:</u>	June 5 th – June 15 th
8:00AM – 9:00AM	Level 7
9:00AM – 9:30AM	Levels 3, 4 & 6
9:30AM – 10:00AM	Levels 2, 3, 4 & 5
10:00AM – 10:30AM	Levels 2, 3, 4 & 5
10:30AM – 11:00AM	Levels 1, 2, 4 & 6
11:00AM – 11:30AM	Levels 1, 2, 3 & 5
11:30AM – 12:00PM	Levels 1, 2, 3 & 5

<u>Session 2:</u>	June 19 th – June 29 th
8:00AM – 9:00AM	Level 7
9:00AM – 9:30AM	Levels 2, 3, 4 & 5
9:30AM – 10:00AM	Levels 2, 3, 4 & 5
10:00AM – 10:30AM	Levels 2, 3, 4 & 5
10:30AM – 11:00AM	Levels 1, 2, 3 & 6
11:00AM – 11:30AM	Levels 1, 2, 3 & 4
11:30AM – 12:00PM	Levels 1, 2, 3 & 5

<u>Session 3:</u>	July 10 th – July 20 th
8:00AM – 9:00AM	Level 7
9:00AM – 9:30AM	Levels 4, 5 & 6
9:30AM – 10:00AM	Levels 2, 3, 4 & 5
10:00AM – 10:30AM	Levels 1, 2, 3 & 4
10:30AM – 11:00AM	Levels 1, 2, 4 & 5
11:00AM – 11:30AM	Levels 1, 3, 4 & 6
11:30AM – 12:00PM	Levels 1, 2, 3 & 5

<u>Session 4:</u>	July 24 th – August 3 rd
8:00AM – 9:00AM	Level 7
9:00AM – 9:30AM	Levels 2, 3 & 4
9:30AM – 10:00AM	Levels 3, 4, 5 & 6
10:00AM – 10:30AM	Levels 3, 4, 5 & 6
10:30AM – 11:00AM	Levels 1, 2, 3 & 6
11:00AM – 11:30AM	Levels 1, 2, 3 & 4
11:30AM – 12:00PM	Levels 1, 2, 3 & 5

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



March 21, 2023

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

RE: St. Charles, MN
2021 Trails Improvements
Pay Request No. 5 (Final)

Dear Kyle:

Enclosed is Pay Request No. 5 (Final) for work on the above referenced project. We recommend that the City accept the project and make payment in the amount of \$6,225.14 to:

Snow Contracting, LLC
PO BOX 004
Byron, MN 55920

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

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads 'D. Sikkink'.

Daren D. Sikkink, P.E.

DDS/jm

Enclosure

cc: Andrew Langholz, City of St. Charles
Dalton Snow, Snow Contracting

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



**PARTIAL PAYMENT REQUEST
 FOR CONSTRUCTION WORK COMPLETED**

Project: 2021 Trail Improvements
 Project No.: 9158
 Location: St. Charles, MN
 Contractor: Snow Contracting

Bid Price: \$389,441.25
 Date: Mar. 20, 2023
 Estimate #: 5-Final
 % Complete: 92.5%

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
Alternate Bid Schedule A - Overlay Existing Trail in City Park								
1	Mobilization	L.S.	\$7,000.00	1	1	0.00	1.00	\$ 7,000.00
2	Type SP 12.5 Wearing Course Mix SPWEB240B (1.5") Overlay	Ton	\$84.00	525	515	0.00	515.00	\$ 43,260.00
3	Traffic Control	L.S.	\$1,500.00	1	1	0.00	1.00	\$ 1,500.00
4	Material Testing Allowance \$500	L.S.	\$500.00	1	0	0.00	0.00	\$ -

Alternate Bid Schedule B - Trail Extension at Fairgrounds								
Alternate Bid Schedule B removed from project with change order 1. Added City Park Trail - see below.								

Alternate Bid Schedule C - Trail Extension along Church and Richland Avenues								
1	Mobilization	L.S.	\$15,000.00	1	1	0.00	1.00	\$ 15,000.00
2	Remove Bituminous Pavement	S.Y.	\$10.00	270	275	0.00	275.00	\$ 2,750.00
3	Remove Concrete Curb and Gutter	L.F.	\$12.00	100	102	0.00	102.00	\$ 1,224.00
4	Remove Bituminous Driveway Pavement	S.Y.	\$10.00	65	53	0.00	53.33	\$ 533.30
5	Topsoil Borrow (LV)	C.Y.	\$30.00	200	84	0.00	84.00	\$ 2,520.00
6	Common Borrow (LV)	C.Y.	\$15.00	400	400	0.00	400.00	\$ 6,000.00
7	Common Excavation (P)	C.Y.	\$17.00	750	750	0.00	750.00	\$ 12,750.00
8	Type SP 12.5 Wearing Course Mix SPWEB240B (3")	Ton	\$88.00	480	372	0.00	372.00	\$ 32,736.00
9	Bituminous Roadway Patching	S.Y.	\$27.00	270	270	0.00	270.00	\$ 7,290.00
10	Aggregate Base Class 5	C.Y.	\$25.00	500	588	0.00	588.00	\$ 14,700.00
11	3" Aggregate Shouldering	C.Y.	\$28.00	100	0	0.00	0.00	\$ -
12	Concrete B624 Curb and Gutter	L.F.	\$35.20	100	110	0.00	110.00	\$ 3,872.00
13	6" Concrete Walk	Sq. Ft	\$11.50	460	200	0.00	200.00	\$ 2,300.00
14	Truncated Domes	Sq. Ft	\$55.00	60	39	0.00	39.00	\$ 2,145.00
15	3" Bituminous Driveway	S.Y.	\$90.00	20	20	0.00	20.00	\$ 1,800.00
16	12" Reinforced Concrete Pipe	L.F.	\$60.00	16	8	0.00	8.00	\$ 480.00
17	30" Reinforced Concrete Pipe	L.F.	\$110.00	8	0	0.00	0.00	\$ -
18	48" Corrugated Metal Pipe	L.F.	\$75.00	12	0	0.00	0.00	\$ -
19	12" Reinforced Concrete Apron	Each	\$950.00	1	1	0.00	1.00	\$ 950.00
20	30" Reinforced Concrete Apron	Each	\$1,400.00	1	0	0.00	0.00	\$ -
21	48" Corrugated Metal Apron	Each	\$1,000.00	1	0	0.00	0.00	\$ -
22	Temporary Rock Construction Entrance	Each	\$1,000.00	1	1	0.00	1.00	\$ 1,000.00
23	Seeding	Acre	\$3,000.00	1	1	0.00	1.00	\$ 3,000.00
24	Traffic Control	L.S.	\$1,500.00	1	1	0.00	1.00	\$ 1,500.00
25	4 inch Solid Line	L.F.	\$6.00	600	527	0.00	527.00	\$ 3,162.00
26	Ditch Check, Type 2	Each	\$250.00	5	5	0.00	5.00	\$ 1,250.00
27	Silt Fence	L.F.	\$2.25	1300	1300	0.00	1300.00	\$ 2,925.00
28	Material Testing Allowance \$500	L.S.	\$500.00	1	0	0.00	0.00	\$ -
29	Stabilizing Aggregate, Breaker Run	C.Y.	\$31.00		33	0.00	33.00	\$ 1,023.00

Revised Alternate Bid Schedule D - Trail Extension along Springer Avenue north of Whispering Hills								
1	Mobilization	L.S.	\$10,000.00	1	1	0.00	1.00	\$ 10,000.00
2	Remove Bituminous Pavement	S.Y.	\$50.00	5	0	0.00	0.00	\$ -
3	Common Excavation	C.Y.	\$17.00	530	530	0.00	530.00	\$ 9,010.00
4	Common Borrow	C.Y.	\$15.00	150	150	0.00	150.00	\$ 2,250.00
5	Type SP 12.5 Wearing Course Mix SPWEB240B3	Ton	\$88.00	205	180	0.00	180.00	\$ 15,840.00
6	Aggregate base, Class 5	C.Y.	\$28.00	220	155	0.00	155.00	\$ 4,340.00
7	6" Concrete Walk	S.F.	\$10.50	100	76	0.00	76.00	\$ 798.00
8	Truncated Domes	S.F.	\$55.00	20	15	0.00	15.00	\$ 825.00
9	18" HDPE Storm Sewer	L.F.	\$60.00	157	177	0.00	177.00	\$ 10,620.00
10	6" Drain tile w/Sock	L.F.	\$25.00	40	50	0.00	50.00	\$ 1,250.00
11	Junction Box	Each	\$3,500.00	1	1	0.00	1.00	\$ 3,500.00
12	Storm Manhole	Each	\$5,000.00	1	1	0.00	1.00	\$ 5,000.00
13	Ditch Check	Each	\$150.00	4	4	0.00	4.00	\$ 600.00
14	Seeding	Acre	\$3,000.00	0.35	0.35	0.00	0.35	\$ 1,050.00
15	Silt Fence	L.F.	\$2.25	525	525	0.00	525.00	\$ 1,181.25
16	Grading	Hr	\$330.00		8	0.00	8.00	\$ 2,640.00
17	City Seeding	L.S.	-\$500.00	1	0	1.00	1.00	\$ (500.00)

Item No.	Description	Unit	Unit Price	Quantity	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
Alternate Bid Schedule E - Pave Existing Gravel Trail to Catholic Church								
1	Mobilization	L.S.	\$15,000.00	1	1	0.00	1.00	\$ 15,000.00
2	Clear & Grub Tree	Each	\$1,000.00	1	0	0.00	0.00	\$ -
3	Topsoil Borrow (LV)	C.Y.	\$30.00	100	110	0.00	110.00	\$ 3,300.00
4	Type SP 12.5 Wearing Course Mix SPWEB240B (3")	Ton	\$88.00	500	348.5	0.00	348.50	\$ 30,668.00
5	Aggregate Base Class 5	C.Y.	\$28.00	150	342	0.00	342.00	\$ 9,576.00
6	3" Aggregate Shouldering	C.Y.	\$28.00	120	0	0.00	0.00	\$ -
7	6" Concrete Walk	Sq. Ft	\$10.50	155	145	0.00	145.00	\$ 1,522.50
8	Truncated Domes	Sq. Ft	\$55.00	40	30	0.00	30.00	\$ 1,650.00
9	24" Reinforced Concrete Pipe	L.F.	\$80.00	40	40	0.00	40.00	\$ 3,200.00
10	24" Reinforced Concrete Apron	Each	\$1,275.00	4	4	0.00	4.00	\$ 5,100.00
11	Seeding	Acre	\$3,000.00	0.4	0.4	0.00	0.40	\$ 1,200.00
12	Ditch Check, Type 2	Each	\$150.00	3	3	0.00	3.00	\$ 450.00
13	Material Testing Allowance \$500	L.S.	\$500.00	1	0	0.00	0.00	\$ -
14	City Seeding	L.S.	-\$500.00	1	0	1.00	1.00	\$ (500.00)

City Park Trail								
1	Mobilization	L.S.	\$12,000.00	1	1	0.00	1.00	\$ 12,000.00
2	Silt Fence	L.F.	\$2.50	525	0	0.00	0.00	\$ -
3	Clearing and Grubbing	Each	\$550.00	1	1	0.00	1.00	\$ 550.00
4	Remove Concrete	S.Y.	\$15.00	10	10	0.00	10.00	\$ 150.00
5	Type SP 12.5 Wearing Course Mix SPWEB240B3	Ton	\$92.00	200	165	0.00	165.00	\$ 15,180.00
6	Class 5	C.Y.	\$28.00	210	155	0.00	155.00	\$ 4,340.00
7	Topsoil Borrow	C.Y.	\$30.00	100	100	0.00	100.00	\$ 3,000.00
8	Common Excavation	C.Y.	\$17.00	305	305	0.00	305.00	\$ 5,185.00
9	Seeding	Acre	\$4,000.00	0.25	0.25	0.00	0.25	\$ 1,000.00

Pipe Material								
1	12" RCP Pipe	L.F.	\$16.64		8	0.00	8.00	\$ 133.12
2	24" RCP Pipe	L.F.	\$28.80		48	0.00	48.00	\$ 1,382.40
3	24" RCP Apron	Each	\$480.96		2	0.00	2.00	\$ 961.92
4	30" RCP Pipe	L.F.	\$46.80		16	0.00	16.00	\$ 748.80
5	30" RCP Apron	Each	\$677.28		1	0.00	1.00	\$ 677.28
6	Galvanized Ties	Each	\$32.88		16	0.00	16.00	\$ 526.08
7	48" CMP Pipe	L.F.	\$91.76		12	0.00	12.00	\$ 1,101.12
8	48" CMP Apron	Each	\$1,080.00		1	0.00	1.00	\$ 1,080.00

Total Schedule A	\$	51,760.00
Total Schedule C	\$	120,910.30
Total Schedule D	\$	68,404.25
Total Schedule E	\$	71,166.50
Total City Park Trail	\$	41,405.00
Total Pipe Material	\$	6,610.72



Contractor Representative

3-20-2023

Date

Subtotal Construction Amount	\$	360,256.77
Less Previous Payments	\$	354,031.63
Net Payment this Estimate	\$	6,225.14

**City of St. Charles
Resolution #11-2023**

RESOLUTION REQUESTING DYNAMIC SPEED DISPLAY SIGNS ON MN HIGHWAY 74

WHEREAS, new dynamic speed display signs require approval from the Minnesota Department of Transportation (MNDOT);

WHEREAS, the City has identified the reduced speed along Highway 74 northbound with high traffic speed; and

WHEREAS, the City wishes to inform users of their speed; and

WHEREAS, the City is formally requesting MNDOT approve the installation of the dynamic speed display sign on the northbound portion of Highway 74 at mile post 33; and

WHEREAS, the City acknowledges if the requested sign is approved the City is responsible for purchase, installation, and maintenance of sign system; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, MINNESOTA THAT: The City formally requests the installation of dynamic speed display signs as listed above and acknowledges it is responsible for purchase, installation, and maintenance of the dynamic speed display sign.

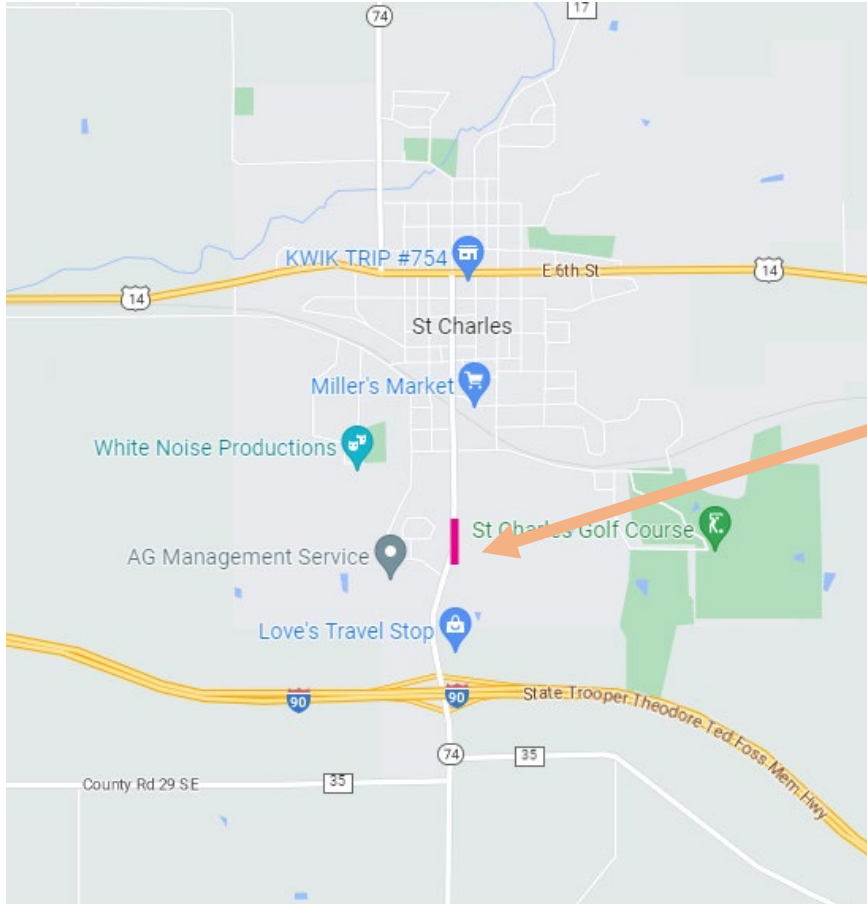
Adopted this 28th day of March 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator



Location of Dynamic Speed sign will be placed on its own post at the left side of the speed limit 30 and mile 33 signs.



INSTRUCTIONS FOR COMPLETING APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY (FORM 1723)

Form 1723 is for miscellaneous minor work activities on trunk highway right of way. It may be used for installation of utility customer service line connections that do not cross or parallel the roadway within the trunk highway right of way. Form 1723 is also used for repair and maintenance of existing utility facilities, installing miscellaneous guy wires and anchors, or tree trimming around utility lines. Form 1723 may also be used to place temporary obstructions on the right of way, to perform temporary relocations to accommodate construction projects, and to place objects on the trunk highway right of way under Minn. Statutes §§160.27 or 173.025.

Fill Out This Form Completely

Print (in ink) or type all information. An incomplete application will delay processing. The form can be filled out online and then printed at: <http://www.dot.state.mn.us/utility/forms.html>

- Be sure to sign it at the bottom. Submit the original form only.
- **FAXES ARE UNACCEPTABLE**
 - Complete each item on the application. Be specific. If any item does not apply, print "N.A." in the blank.
 - Provide a detailed location of proposed work and give reference to nearest cross streets.
- Include plans of proposed work along with detailed drawings showing type and location of work in relation to MnDOT right of way, on no larger than 11x17 sheets
- Detail any type of traffic interference this work may require and submit a traffic control plan. Detouring of the traffic from the trunk highway will not be permitted, except by special arrangements with the MnDOT District Permit office. All costs involved in the re-routing of traffic including, but not limited to, furnishing barricades, installation or rearrangement of traffic control signs, pavement marking and special flag person services will be charged to the applicant at rates set by MnDOT for the equipment, labor, and materials used.
- Indicate type, kind and size of any object to be placed on trunk highway right of way. Indicate the method of installation and equipment to be used for excavation and compaction.

Submit the complete, signed and dated application (all pages of the form) with the required plans to the MnDOT District Permit office. Contacts and addresses can be found at: <http://www.dot.state.mn.us/utility/districtcontacts.html>

After the Miscellaneous Work Permit has been approved

The applicant will be notified and a security deposit will be required. The permit will have Special Provisions and drawings indicating the construction requirements. Compliance with these instructions during the work operations is mandatory. All Permittees are responsible for the entire costs of their work activities, including proper traffic control. Work cannot be started until all permit and deposit requirements are met and you have received the approved permit.

Security Deposit

A security deposit is required for permits that authorize work in trunk highway right of way to ensure that work is completed to MnDOT's satisfaction. The actual amount required will depend on the specific situation. The District Permit Section will determine the actual amount and type of deposit to be submitted based on the specific situation. Deposits may be in the form of a certified check, cashier's check, or surety bond made payable to "State of Minnesota, Commissioner of Transportation." Deposits must be irrevocable and cannot expire. A permit will not be issued until the required deposit is received.

After construction is completed

The applicant must notify the MnDOT District Permit Office for final inspection. If the construction and all other related work is satisfactory and the turf items are re-established, the deposit will be returned to the applicant. The approved permit is a legal document and should be retained with other valuable papers.



APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY

Document Management System # _____
 District _____ Permit # _____
 C.S. _____ T.H. _____
 R.P. _____
(THIS SECTION FOR MnDOT OFFICE USE ONLY.)

**ATTACH A SKETCH OF THE PROPOSED WORK AREA AND RELATION TO TRUNK HIGHWAY.
 SUBMIT TO DISTRICT PERMIT OFFICE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.**

APPLICANT	TELEPHONE	ADDRESS (Street, City, State, Zip)
PARTY PERFORMING WORK	TELEPHONE	ADDRESS (Street, City, State, Zip)

LOCATION OF PROPOSED WORK (City/Township) (County) (Distance) (N-S-E-W) **SPECIFIC ROAD INTERSECTION OR LANDMARK**
 Highway _____ in _____ Miles _____ of _____

WILL THIS FACILITY BE WITHIN TRIBAL LANDS? Yes No **IF YES, WHICH ONE?**
NATURE OF WORK

SURFACE TO BE DISTURBED (Check Appropriate Boxes)
 Roadway Shoulder Concrete Bituminous Gravel Turf Only
 Other (explain) _____

DEPTH OF EXCAVATION BELOW SURFACE	NUMBER & SIZE OF EXCAVATIONS	METHOD OF INSTALLATION/CONSTRUCTION
_____	_____	_____
WORK TO START ON OR AFTER	DATE WORK TO BE COMPLETED BY	IS TRAFFIC DETOUR NECESSARY? <input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, TRAFFIC CONTROL PLAN IS REQUIRED.)

APPLICANT'S ACCEPTANCE, WAIVER AND INDEMNIFICATION

The undersigned applicant hereby agrees to comply with applicable statutes, rules, and the standard conditions and special provisions of this permit. The applicant understands and agrees that no work in connection with this application will be started until the application has been approved and the permit issued.

The applicant is aware of circumstances or hazards that may arise while performing the work associated with this application that could result in injury, loss, damage or death, and the applicant assumes the risk of such circumstances, dangers and hazards, whether reasonably foreseeable or not.

The applicant also understands that this permit may also be subject to the approval of local road authorities having joint supervision over said street or highway, and may be subject to applicant's compliance with the rules and regulations of the Minnesota Environmental Quality Board and/or any other affected governmental agencies.

The undersigned applicant expressly agrees that except for negligent acts of the State, its agents and employees, the applicant or his/her agents or contractor shall assume all liability for, and save the State, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done in connection with this application and permit.

NAME AND TITLE	EMAIL ADDRESS
_____	_____
DATE	SIGNATURE
_____	_____

DO NOT WRITE BELOW THIS LINE

PERMIT NOT VALID UNLESS BEARING AUTHORIZED MnDOT SIGNATURE AND PERMIT NUMBER

AUTHORIZATION OF PERMIT

It is expressly understood that this permit is conditioned upon restoration of the trunk highway right-of-way to its original condition or to a satisfactory condition. In consideration of the applicant's agreement to comply in all respects with the applicable laws and the conditions of the Commissioner of Transportation pertaining to this permit, permission is hereby granted for the work to be performed as described in the above application, said work to be performed in accordance with the following standard conditions and special provisions:

SEE ATTACHED STANDARD CONDITIONS AND SPECIAL PROVISIONS

_____	_____	_____
Date All Work To Be Completed By	Authorized MnDOT Signature	Date of Authorized Signature

DISTRIBUTION	DEPOSIT REQUIREMENTS	DEPOSIT TYPE
Original to Area Maintenance Engineer	<input type="checkbox"/> No Deposit Required	Cashier's Check # _____
Applicant	<input type="checkbox"/> Deposit Required in the Amount of \$ _____	Certified Check # _____
Subarea Supervisor	Date Deposit Received _____	Money Order # _____
Roadway Regulations Supervisor	<i>Deposit to be returned upon satisfactory completion of all work</i>	Bond # _____

DATE WORK COMPLETED *(The date when the work is completed must be reported to the MnDOT District Permits Office)*

STANDARD CONDITIONS OF MISCELLANEOUS WORK PERMIT

1. The permit holder must comply with all applicable laws and regulations, including Worker's Compensation laws.
2. If work to be done lies within a city or platted town, permission must also be obtained from such city or town.
3. Any permanent signs or permanent traffic barriers (including crash cushions) installed on the State Highway system must be deemed crashworthy under the American Association of State Highway and Transportation Officials (AASHTO) "Manual for Assessing Safety Hardware, 2016 (MASH-16)". Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades shall be erected to protect traffic, employees, and pedestrians. All temporary traffic control devices and methods shall conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), Minnesota Standard Signs and Markings Manual, and the appropriate provisions of Standard Specification 1710. All temporary traffic control devices shall be deemed crashworthy under the American Association of State Highway and Transportation Officials (AASHTO) "Manual for Assessing Safety Hardware, 2016 (MASH-16)" with exceptions as noted under MnDOT Technical Memorandum No. 19-03-T-01 Crashworthy Requirements for Temporary Traffic Control Devices. (See memo at: <http://dotapp7.dot.state.mn.us/edms/download?docId=2434220>)
4. Unless adequately protected by a traffic barrier, there shall be no work within the clear zone, nor shall pipe materials, equipment or other objects be stored within the clear zone. If temporary traffic barrier is used, it will be placed according to the "MnDOT Temporary Barrier Guidance Manual" (December 2018). (See website at: www.dot.state.mn.us/trafficeng/workzone/doc/Temporary%20Barrier%20Guidance%20Manual%20181129.pdf) Any temporary traffic barrier (including crash cushions) must be deemed crashworthy under MASH-16.
5. Any person acting as a Flagger for permitted work shall have attended a training session taught by a MnDOT Qualified Flagger Trainer within the twelve months immediately preceding the start date of all flagging activity. A Flagger shall receive a Flagger Qualification Card, signed by a MnDOT Qualified Flagger Trainer, upon successful completion of this training. During all flagging activity, a Flagger must carry a signed Flagger Qualification Card on that Flagger's person and be in possession of a current Minnesota Flagging Handbook. The Minnesota Flagging Handbook is available from MnDOT Qualified Flagger Trainers or from a MnDOT District Office.
6. Excavations must be cribbed when necessary, depending upon type of soil, in order to prevent cave-ins. All excavations, trenching and/or jacking and boring pits shall be shored or sloped in accordance with OSHA requirements.
7. No guys, stays, or any structures are to be attached to trees on trunk highway right of way.
8. No poles, anchors, anchor braces, or other construction shall be placed on the roadway shoulder or within the prescribed clear zone.
9. Installation of pipe under concrete or bituminous pavements shall be done by jacking or boring or other approved methods.
10. When open trenching or excavating in existing roadways, all subgrade, base, and surfacing materials shall be replaced with the same type, depth, and density of materials which were removed, unless approved by the Area Maintenance Engineer.
11. All work that involves trenching, backfill, or compaction must be done to MnDOT's Standard Specifications for Construction. Depending on the construction work to be performed, use of one or more of the following specifications may be needed: Excavation and Embankment 2105, Aggregate Base 2211, Aggregate Shouldering 2221, or Structural Excavation and Backfills 2451, Subgrade Preparation 2112.
12. Compaction methods must be approved in advance by the District Permit Office
13. If pavement or roadway is damaged, same shall be restored to a condition as good as or better than the original condition.
14. All pavements shall be replaced in accordance with State specifications.
15. If settlement occurs or excavation caves in so that replaced materials settle (bituminous mat or concrete base), same shall be restored to a condition as good as or better than the original condition.
16. No lugs shall be used on equipment traversing the road which will damage the road surface.
17. No driving onto highway from ditch or driving on shoulders will be permitted where damage will occur.
18. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during any construction activities.
19. Roadside shall be cleaned to original status upon completion of work.
20. Underground construction must be so constructed as not to harm or unnecessarily destroy the root growth of specimen trees.
21. Cutting and trimming of trees within the right of way and removal of resulting stumps require prior approval of the Area Maintenance Engineer or his authorized representative.
22. If MnDOT shall make any improvements or changes upon, over, under, or along the trunk highway, then and in every case the applicant herein named shall after notice from MnDOT proceed to alter, change, vacate, or remove from trunk highway right of way said works necessary to conform with said changes without cost whatsoever to the State of Minnesota.
23. After work on a project is completed, the permit holder must notify the Area Maintenance Engineer or his authorized representative that such work has been completed and is ready for final inspection and acceptance by MnDOT.

**City of St. Charles
Resolution #12-2023**

**RESOLUTION ACKNOWLEDGING THE DONATION TO THE ST. CHARLES VOLUNTEER
AMBULANCE DEPARTMENT FROM ST. CHARLES TOWNSHIP**

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 Volunteer Ambulance has received a donation in the amount of \$1,000.00 from the St. Charles Township to be used by the St. Charles Volunteer Ambulance.

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 \$1,000.00 donation from St. Charles Township.

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

Adopted this 28th day of March 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

City of St. Charles
Resolution #13-2023

**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 #55 – 2015A, and
2. Fund #31 – Blandin Foundation

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:

- A. Transfer the funds necessary from General Fund 10 to 2015A Fund 55 to eliminate the deficit in Fund 55, estimated to be \$11,477.00.
- B. Transfer the remaining balance from Blandin Foundation Fund 31 to General Fund 10 to close Fund 31, estimated to be \$204.53.

BE IT FURTHER RESOLVED THAT: the City Council of the City of St. Charles will direct any delinquent payment received for Fund 55 toward General Fund 10 for reimbursement.

Adopted this 28th day of March 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES

John Schaber, Mayor

ATTEST:

Andrew Langholz, City Administrator

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

This Ambulance Services Agreement (the “Agreement”) is made this 1st day of April, 2023, by and between the City of St. Charles (hereinafter referred to as “St. Charles”) and the City of Lewiston (hereinafter referred to as “Lewiston”) for the utilization of Lewiston employees to provide services to St. Charles within the boundaries of St. Charles and within the boundaries of Primary Service Area #0214; (collectively Lewiston and St. Charles are referred to herein as the “parties”).

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

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

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

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

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

1. Term. The term of this Agreement (the “term”) shall commence effective April 1, 2023, and end on December 31, 2023, unless terminated as provided in paragraphs 8 and 9 below.
2. Scope of Services. For the term of this Agreement, Lewiston, through the use of its personnel and/or agents, shall provide St. Charles with the following services (the “Services”), in and on behalf of St. Charles:
 - a. Ambulance Services. St. Charles Ambulance Service, operated by the Lewiston Volunteer Ambulance, is designated by the Minnesota Emergency Medical Services Regulatory Board (“EMS RB”) as the provider of Basic Life Support level ambulance services to Primary Service Area #0214 (the “Service Area”), as described in Attachment A. It is the intent of the parties that Lewiston performs all of the duties normally performed by a Basic Life Support level ambulance service to the Service Area. As St. Charles’s ambulance service, Lewiston shall perform the following, among others:
 - i. Maintain at least Basic Life Support licensure with the EMS RB for all units to be used in the Service Area.
 - ii. Provide operation management, supervision, medical supervision, and all other supervisory functions necessary for the operation of the Services, including, but not limited to the continued employment of a full-time Ambulance Director.

- iii. Provide adequate ambulance personnel necessary to maintain a base of operations and the Services within the Service Area at a level consistent with EMSRB requirements.
 - iv. Procure uniforms for all ambulance personnel.
 - v. Maintain all equipment, supplies, licenses, and memberships necessary for the provision of the Services, including, but not limited to the following:
 - 1. Provide consortium membership costs.
 - 2. Procure fuel for St. Charles based ambulances at St. Charles expense.
 - 3. Software for scheduling and coordinating response, which will be cost-shared.
 - 4. Communication Equipment for the St. Charles substation, which will be provided by St. Charles.
 - 5. Oxygen.
 - 6. Disposable Supplies.
 - vi. Keep complete and accurate records of costs associated with the Contract generally accepted municipal accounting practices.
 - vii. Maintain information regarding actual costs incurred in the performance of this Contract, including, but not limited to: labor, disposable supplies, equipment maintenance, equipment repair, equipment replacement, fuel, insurance, administrative costs, and any other costs associated with this Contract, as requested by St. Charles.
 - viii. Lewiston and St. Charles will establish a regular communication process between the City Administrators and/or their designees to communicate on issues and discuss timing for Lewiston to provide and complete services.
3. St. Charles Responsibilities in Providing Services. St. Charles shall be responsible for the following:
- a. St. Charles shall provide Lewiston with a current list of all equipment, disposable supplies, and other capital assets.
 - b. St. Charles shall cooperate with Lewiston in all ways necessary to maintain licensure through EMSRB.
 - c. St. Charles shall provide Lewiston with records of all licenses possessed by St. Charles ambulance staff prior to October 1, 2022.
 - d. St. Charles shall license Lewiston to occupy and use the ambulance bays, in accordance with the attached Premises License (Attachment B).
 - e. St. Charles will provide fuel for costs acquired for the purpose of serving St. Charles.
 - f. St. Charles will maintain and make available to Lewiston related capital assets, as contemplated in the Capital Loan Agreement, dated April 1, 2023.

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

5. Compensation for Services. Subject to the limitations set forth in this Agreement, St. Charles will compensate Lewiston in accordance with the schedule of fees below for the time spent in performance of services under this Agreement. Lewiston shall assume the expense of performing the services specified in this Agreement and shall be compensated for the same by St. Charles as provided herein. There shall be no compensation for the services other than as specified in this Agreement.
 - a. St. Charles will pay Lewiston \$5,500.00 for labor and employment costs per month.
 - b. St. Charles shall pay Lewiston for the initial cost of uniforms.
 - c. St. Charles will make periodic payment to Lewiston at intervals not more often than monthly at the rates specified above for services rendered in the prior month by Lewiston, provided that services have been performed to the satisfaction of the St. Charles City Administrator. Such payments will be made only after Lewiston provides St. Charles with a monthly summary of all services performed under this Agreement. Payment by St. Charles may be withheld for services found by the St. Charles City Administrator to be unsatisfactory or in violation of federal, state, and local laws, ordinances, rules or regulations. If St. Charles fails to make any payment due Lewiston for services performed to the satisfaction of the St. Charles City Administrator and expenses within thirty (30) days after the date of Lewiston's invoice, Lewiston may, after giving thirty (30) days written notice to St. Charles, and without waiving any claim or right against St. Charles and without incurring liability whatsoever to St. Charles, suspend services under this Agreement until Lewiston has been paid in full all amounts due for services, expenses and charges.
 - d. All Lewiston's expense incurred in providing the services are included in the above fees. St. Charles shall not be liable to Lewiston for any expenses paid or incurred by Lewiston, unless otherwise agreed to in writing by St. Charles.

6. Termination. Notwithstanding any of the foregoing, this Agreement may be terminated by either party, without or without cause, as follows:
 - a. If by one party, upon the expiration of the 90 days after service of written notice of termination upon the other party; or
 - b. At any time, upon mutual agreement of the parties.

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

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

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

 - c. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

 - d. The parties shall be considered a single governmental unit for purposes of calculating any liability hereunder and the total maximum liability shall not exceed the limits on governmental liability for a single governmental unit pursuant to Minnesota Statutes, section 471.59, subd. 1a(b) and Minnesota Statutes, section 466.04.

9. Insurance. Lewiston shall procure and carry, at its expense, liability insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both bodily injury or death, and property damage, including loss of use, which may arise out of operations by Lewiston or by any subcontractors or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum

coverages and limits of liability specified in this Paragraph, or required by law. St. Charles shall be named as an additional insured, and a certificate of said insurance shall be provided to St. Charles. Lewiston shall procure and carry, at its expense, Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to St. Charles. All this insurance coverage shall be maintained throughout the life of this Agreement. Lewiston's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to St. Charles with respect to any claim arising out of Lewiston's performance under this Agreement.

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

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

11. General Terms.

- a. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint parties to any joint powers agreement or similar legal relationship between the parties hereto or as constituting the persons employed by Lewiston as the agent, representative, or employee of St. Charles for any purpose or in any manner whatsoever except as expressly otherwise provided herein. Lewiston is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Lewiston represents that it has, or will secure at its own expense, all personnel in performing services under this Agreement. Any and all personnel of Lewiston or other persons, while engaged in the performance of any work or services required by St. Charles under this Agreement shall not be considered employees of St. Charles and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Lewiston, its officers, agents, contracts, or employees shall in no way be the responsibility of St. Charles; and Lewiston shall defend, indemnify, and hold St. Charles, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such Lewiston personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from St. Charles, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay, and PERA.
- b. Records: Availability and Retention. The books, records, documents, and accounting procedures of Lewiston relevant to this Agreement, are subject to examination by St.

Charles and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5. Lewiston agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- c. Modifications/Amendment. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- d. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. Lewiston and St. Charles agree to comply with the American with Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. Lewiston has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the City Administrator, City of Lewiston, 75 Rice Street , Lewiston, Minnesota 55920; telephone 507-523-2257.
- e. Compliance with Laws. Both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which a party is responsible.
- f. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- g. Authorized Signatories. The parties each represent and warrant to the other that: (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- h. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. The parties' representatives for notification for all purposes are:

Lewiston:	City of Lewiston 75 Rice St., P.O. Box 129 Lewiston, MN 55920 Attention: Bobby Falcon Or emailed: administrator@lewistonmn.org
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St. Charles

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

- i. Dispute Resolution. The parties agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- j. Subcontracting. Lewiston shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of St. Charles. Mutual aid agreements are not considered subcontracting for the purposes of this section.
- k. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- l. Force Majeure. The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, pandemic, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- m. Governing Law. This Agreement shall be deemed to have been made and accepted in Winona County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- n. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- o. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- p. Patented Devices, Materials and Processes. If this Agreement requires, or Lewiston desires, the use of any design, device, material or process covered by letters, patent or

- copyright, trademark or trade name, Lewiston shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, Lewiston shall indemnify and hold harmless St. Charles from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under this Agreement, and shall indemnify and defend St. Charles for any costs, liability, expenses and attorney's fees that result from any such infringement.
- q. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- r. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- s. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party, and any undischarged obligations of St. Charles and Lewiston arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- t. Execution. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY OF ST. CHARLES

By: _____
John Schaber, Mayor

Date: _____

By: _____
Andrew Langholz, City Administrator

Date: _____

CITY OF LEWISTON

By: _____
Beth Carlson, Mayor

Date: _____

By: _____
Bobby Falcon, City Administrator

Date: _____

ATTACHMENT A

Minnesota Emergency Medical Services Regulatory Board (EMSRB)
PRIMARY SERVICE AREA

Ambulance Service: ST. CHARLES AMBULANCE, ST. CHARLES

EMS#: 214

Region: Southeast

Service Level: Basic

The Primary Service area is within the following County or Counties: Olmsted, Winona

The Primary Service includes the following Cities: Elba, Dover, St. Charles

Townships:

In Olmsted Co.;

T105NR11W - sections 1 through 3, 10 through 14, 23, 24

T106NR11W - sections 1 through 3, 10 through 15, 22 through 27, 34 through 36

T107NR11W - sections 13 through 15, 22 through 27, 34 through 36

In Winona Co.;

T105NR10W

T106NR10W

T107NR10W - sections 7, SW corner of section 8, 15 through 23, 26 through 35

This primary service area is the legal primary service area designated by the EMSRB. Any proposed changes must be reported to the EMSRB for prior approval.

04/2011

PREMISES LICENSE
ST. CHARLES EMS STATION

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of April 2023, by and between the City of St. Charles, a municipal corporation under the laws of the State of Minnesota (the “City” or “Licensor”); and the City of Lewiston, a municipal corporation under the laws of the State of Minnesota (“Licensee”); (collectively the Licensor and Licensee are referred to herein as the “Parties”).

WITNESSETH:

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

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

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

WHEREAS, Licensee is providing ambulance services to PSA #214 on behalf of the Licensor, according to the terms of the Ambulances Services Agreement between the Parties, dated April 1, 2023, including the Licensee’s use of the EMS Station for purposes of an ambulance services substation; and

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

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

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

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

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

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

3. **Maintenance.** Licensors shall be responsible for providing maintenance and general premises insurance for the Licensed Premises during the term of this Agreement. All maintenance provided shall be at the sole cost of the Licensor.
4. **License Terms.** This Agreement shall commence on the date first noted above and continue until December 31, 2023.

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

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

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

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

7. Use of Licensed Premises.

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

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

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

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

other work deemed necessary or appropriate for utility purposes.

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

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

15. **General Terms.**

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

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

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

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

[Remainder of page left intentionally blank]

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

**LICENSOR
CITY OF ST. CHARLES**

By: _____
John Schaber, Mayor

Date: _____

By: _____
Andrew Langholz, City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by John Schaber and Andrew Langholz, the Mayor and City Administrator of St. Charles, a Minnesota municipal corporation.

Notary Public

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

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

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

of said insurance shall be provided to St. Charles. The Borrower's coverage shall be primary and non-contributory to any other coverage available to the Lender.

10. Workers' Compensation. The Borrower shall be responsible for injuries to or death of its own personnel while using the Equipment. The Borrower will maintain workers' compensation insurance covering its own personnel while they are using the Equipment. The Borrower waives the right to sue the Lender for any workers' compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of the Lender or its officers, employees, volunteers, or agents.
11. Damage to Equipment. The Borrower shall only be responsible for damage to or loss of the Equipment caused by grossly negligent actions of the Borrower or Borrower's agents while the Equipment is in the Borrower's possession.
12. Indemnification. To the fullest extent permitted by law, the Borrower agrees to defend, indemnify, and hold the Lender harmless against any claims brought or actions filed against the Lender or any officer, employee, or agent of the Lender for injury to, death of, or damage to the property of any third person or persons, arising from the Borrower's negligent use of the Equipment or the Borrower's failure to perform its obligations under this Agreement.
13. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Borrower and Lender and contains the entire agreement.
14. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both the Borrower and the Lender.
15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
 - a. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
16. Captions. Captions or headings contained in this Agreement are included for convenience only and form no part of the agreement between the Borrower and the Lender.
17. Waivers. The waiver by either the Borrower or the Lender of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

20. Effective Date. This Agreement is effective as of April 1, 2023.

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

CITY OF ST. CHARLES, MINNESOTA

CITY OF LEWISTON, MINNESOTA

Dated: _____

Dated: _____

BY: _____

Its Mayor

BY: _____

Its Mayor

AND: _____

Its Administrator

AND: _____

Its Administrator

ATTACHMENT A

Equipment

Equipment Name	Model #	Serial Number	Amount	Location
Vehicles				
Ambulance 621	2006 Ford E-450	1FDXE45P76HA72980		SC STATION
Loaner Ambulance (PSV)	2009 Ford E-450	1FDXE45P39DA67061		SC STATION
Capital				
Stryker Stetcher (Powered)	6500 Power Pro XT	#070839963	1	
Stryker Stetcher (Powered)	6500 Power Pro XT	111141084	1	
Stryker Stetcher (Non-Powered)	Model 6000	123915	1	
Stetcher Battery Smart Charger			1	
Stetcher Battery Regular Charger			1	
Stetcher Batteries 2022			2	
Stetcher Batteries 2019			1	
Zoll X Series Montitor		AR14J010101		
Rechargeable Battery		AJ21HAS6217	1	
Rechargeable Battery		AJ14IAS1335	1	
Battery Charger (External)		AT14H001985	1	
Lucas Device (manufactured 12/28/16)		3516 1371	1	
Batteries (manufactureed 2016)			2	
Stair Chair Stryker	Stair Pro	110740475	1	
Casmed Vital Machines			2	
Generic cot batteries			4	
Cardiovascular				
Automatic External Defibrillator (AED)				
Phillips FR2 Heartstart				
Adult Pads DP				
Adult SmartPads2				
Pediatric Pads				
Pediatric Key				
Replacement Battery				

**CITY OF ST CHARLES
ORDINANCE #653**

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE
SCHEDULE OF FEES FOR THE CITY OF ST. CHARLES
AND REPEALING ORDINANCE #629**

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

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

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

THE CITY OF ST. CHARLES DOES ORDAIN:

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

City Day Labor and Equipment – Per Hour		
Day Labor Per Person (Water Tank -Min 1/2 hr. charge)		\$50.00
Day Labor Per Person (Nights/Weekends)		\$75.00
Water Base Charge/Minimum 1,000 gallons (per project)	As set by Council through Ordinance	
Equipment: Pickup, Water Tap		\$60.00
Equipment: Dump Truck, Flatbed, Tractor		\$80.00
Equipment: Grader, Loader, Sweeper, Boom Truck, Digger Derrick		\$90.00
Goods and Materials		
	Cost/Postage + 10%	
Copperhorn	(\$88.00)	<u>\$97.00</u>
Meter Spuds	(\$20.00)	<u>\$25.00</u>
Remote Water Meter	(\$270.00)	<u>\$330.00</u>
Water Valve Extension & Cover		\$30.00
Water Usage (Per 1000 Gallons)	As set by Council through Ordinance	
Meter Bottom		\$6.00
Sand & Salt Mixture	\$80.00	Per Yard
<u>Replacement Key</u>	<u>\$5.00</u>	<u>Plus administrative expenses</u>

Pet License (2 Year)		
Regular License Fee		\$20.00
- Neutered/Spayed		\$10.00
Late Fee		\$15.00
Multiple Pet		\$20.00
<u>Replacement Tag</u>		<u>\$0.00</u>
Chicken License (1 Year)		
		\$25.00
Specialty Licenses		
ATV Permit Fee (2 year)		\$25.00
Dance Permit Fees		
Dance		\$10.00
Officer (4 Hours)	\$100.00	Per officer
Additional Officer Hours	\$25.00	Each additional hour
Community and Pavilion Center Rental		
Monday-Friday	\$20.00	Per hour
- Non-profit rate	\$15.00	Per hour
Saturday - Sunday	\$200.00	Weekend Deposit
Kitchen Charge (weekend only if available)	\$20.00	(\$10 paid to Senior Center)
Pavilion Rental Charge		
	\$25.00	5-hour increment
- (7 am-noon, noon-5 pm, 5 pm-10pm)		

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

Zoning and Subdivisions	
Conditional Use Permit; Home Occupation Permit; Variance & Zoning Amendments	\$50.00
A) Published Legal Notice	\$50.00
B) 0-10 Mailed Area Notices	\$45.00
C) 11-20 Mailed Area Notices	\$50.00
D) 21-30 Mailed Area Notices	\$55.00
E) Excess Mailed Area Notices	\$60.00

Preliminary Plat Application	
A) Application	\$925.00
B) Each Lot in Subdivision	\$25.00

Final Plat Application	
A) Application	\$925.00
B) Each Lot in Subdivision	\$25.00

Subdivision Inspection Fees		
Street & Utility Inspection Fee	\$4,500.00	Up to 15 lots
- <u>Additional lot Inspection Fee (16+ lots)</u>	\$300.00	Per additional lot

Parkland Dedication Fee	
Per Residential Lot	\$650.00
Per Commercial/ Industrial Acre	\$250.00

Hook-Up Fees	
Sanitary District Connection Fee -Single Family	\$2,640.00
Sanitary District Connection Fee Multi-Family Without Individual Laundry	\$2,115.00
Sanitary District Connect Fee Multi-Family Without Garbage Disposal or Dishwasher	\$1,980.00
Sanitary District Connect Fee Multi-Family Laundry Facilities, Without Garbage Disposals or Dishwasher	\$1,580.00
Water Hook-Up Fee	\$700.00
Sewer Hook-Up Fee	\$800.00
Temporary/Permanent Electric Hookup	\$50.00

Water & Sewer Impact Fee	
Water \$1,350.00/Sewer \$2,500.00	\$3,850.00 Per acre
Meter Deposit	
Residential Owner Occupied	\$50.00
Residential Tenant	\$75.00
Commercial	\$100.00
Solar Application Fee	
<20 kW	\$100.00
20 – 39.9 kW	\$250.00
Pre-application/electrical engineer review	\$300.00

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

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

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

3. Ordinance (~~#626~~) #629 is hereby repealed.

4. This Ordinance shall take effect and be in force 30 days after its publication of summary.

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

Mayor John Schaber

Attest:

Andrew Langholz, City Administrator

First Reading:

Date: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Second Reading:

Date: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Published:

Date: _____