

The City Council of the City of St. Charles welcomes you to its Regular Meeting of Tuesday, January 10, 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. January 10, 2023 - Agenda **APPROVE** 4. Meeting Minutes **APPROVE** a. September 27, 2022 (included) b. October 11, 2022 (included) c. October 25, 2022 (included) 5. January Payables APPROVE **INFORMATION** 6. Notices and Communications (if applicable) a. Project Fine – 2022 Annual Report to the Community 7. Reports of Boards and Committees: **INFORMATION** a. Administrator's Report b. Public Works Director Report, Kyle Karger c. Chief of Police Report, Jose Pelaez d. Library Board Report, David Kramer e. Park Board, Dave Braun f. Planning & Zoning, Wayne Getz g. EDA, Wayne Getz h. School Board, John Steffel Chamber of Commerce Board, John Steffel 8. Public Hearing – Tax Abatement **HOLD** Whitewater Properties, LLC / Southfork Addition Fifth 9. Resn #01-2023 -**Approving Abatement–Whitewater Properties Housing Project 2023** APPROVE 10. Resn #02-2023 - Amending Boundaries of TIF District No. 1-9 **APPROVE** 11. Resn #03-2023 - Remove Parcels from TIF District 9 for Non-compliance **APPROVE** 12. Resn #04-2023 - Joint Powers Agreement with SCPD for Contract #212481 APPROVE 13. Resn #05-2023 - Merchants Bank Lessee Authorization **APPROVE** 14. Pay Request #3 – Almich **APPROVE** 15. Ordinance #650 – Committees Changes (1st Reading) **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.

MINUTES of the REGULAR MEETING of the ST. CHARLES CITY COUNCIL

for Tuesday, September 27, 2022 held at 6:00 p.m. at 8,30 Whitewater Avenue,
St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Melissa Krusmark (City Accountant), and Richard Almich (Interim City Administrator).

OTHERS IN ATTENDANCE: Colleen Ihrke (Editor-St. Charles Press). Cris Gastner CEDA

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor Schaber calling the meeting to order at 6:00 p.m.

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda. Motion to approve: **David Braun** No further discussion. Motion carried.

4. Notices and Communications

Tuesday, September 27, 2022

5. Review of Financials

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

6. Resolution #39-2022 Setting the 2023 EDA Levy for 2023 at \$64,206.92

Motion to approve: Dave Braun

No further discussion. Motion declared carried.

7. Resolution #40-2022 Setting the 2023 Preliminary City Levy at \$1,903,279.

Motion to approve: David Kramer

No further discussion. Motion declared carried.

8. Set Truth in Taxation Hearing – December 13, 2022 @ 6:00 p.m.

Motion to approve: David Braun

No further discussion. Motion declared carried.

9.Ambulance Repairs – by Precision Service and Repair in the amount of approximately \$5,459.57 see Request for Council Action

Motion to approve: Wayne Getz

No further discussion.

Motion carried.

10. Resolution #41-2022 – Appointing Melissa Krusmark (City Accountant) and Scott Bunke (Public Works) AS City Representatives to Upper Midwest Municipal Energy Group (UMMEG)

Motion to approve: David Braun

No further discussion. Motion declared carried.

11. Resolution #42-2022 Setting Property Tax Abatement Hearing for Southfork Addition Fifth. -

Tuesday, October 25, 2022, at 6:0 p.m.

Motion to approve: Wayne Getz

No further discussion. Motion carried.

12. Electric Rate Increase

Informational See Interoffice Memorandum and Ordinance #636

13. Ambulance Consulting Services – Retain the City of Lewiston Ambulance Department to provide consulting services to the St. Charles Ambulance Department. See Request for Council Action

Motion to approve: David Braun

No further discussion. Motion declared carried.

14. Ambulance Equipment Agreement - Amendment

Motion to approve: Wayne Getz

No further discussion. Motion carried.

15. Winona County Recorder's Office Real Estate Highlights

Informational

16. Management Services Provided by Lewiston Ambulance. – Set Management Fees of \$4,000 per month through December 31, 2022.

Motion to approve: Wayne Getz

No further discussion. Motion carried.

Unscheduled Public Appearances. None.

Next Meeting - Chamber of Commerce Update Chamber Director

Motion to adjourn at 6:30 p.m.: Wayne Getz

No further discussion.

Motion carried.

ATTEST	John Schaber, Mayor	
Richard Almich, Interim City Administrator		

MINUTES of the REGULAR MEETING of the ST. CHARLES CITY COUNCIL for Tuesday, October 11, 2022 held at 6:00 p.m. at

8,30 Whitewater Avenue, St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Melissa Krusmark (City Accountant), Kyle Karger (Public Works Director), Richard Almich, Interim City Administrator

OTHERS IN ATTENDANCE: Gary Price (Electric Consultant, Price Consulting Services) – By Conference Call, John Hare, (Price Consulting Services) – By Conference Call

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor Schaber calling the meeting to order at 6:00 p.m.

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda. David Braun Motion to approve:
No further discussion.
Motion carried.

4. Meeting Minutes - September 13, 2022, September 27, 2022 (TBD)

Motion to approve: Wayne Getz

No further discussion. Motion declared carried.

5. October Pavables

Information only.

6. Notices and Communications (if applicable)

Information only.

7. Reports of Boards and Committees:

- a) Administrators Report, TBD
- b) Public Works Superintendent Report, Kyle Karger
- c) Chief of Police Report, Jose Pelaez
- d) Library Board Report, David Kramer
- e) Park Board, Dave Braun
- f) School Board, John Steffel

8. 2023 Preliminary Enterprise Budget – Gary Price – Preliminary POR & Rate Analysis

Information Only. – Consensus of council was to adjust rates to proposed "B" rates.

9. Resolution 43-2022 – Accepting donation/grant from Southeastern Libraries Cooperating (SELCO) - \$500.00.

Motion to approve: Dave Kramer

No further discussion. Motion carried. 10. Winter Park & Recreation Brochure Motion to approve: John Steffel. No further discussion. Motion carried. 11. Pay Request No. 1 – Legends Concrete – City Hall Sidewalk \$27,851.80. No. 1 – Schumacher Excavating – School Trail Improvement \$141,867.77. No. 2(Final) – Municipal Pipe Tool – 2021 Sanitary Sewer Lining \$8,716.70. No. 2 – Sunram Construction – Whitewater River Restoration \$197,008.78. No. 1 Richard Almich - Interim Administrator Contract \$9,485.00. Motion to approve: Wayne Getz No further discussion. Motion carried. 12. RCA – "Variance" from City Ordinance 52.02(2) and 52.02(3) (TBD) Subject to resolution being introduced and approval by Council at next meeting Motion to approve: Wayne Getz No further discussion. Motion carried. 13. Amending the Proposed Salary Range for the position of City Administrator - \$97,000 to \$122,500.00, depending on qualifications. Motion to approve: Wayne Getz No further discussion. Motion declared carried. Unscheduled Public Appearances. None.

Motion to adjourn at 7:00 p.m.: Wayne Getz
No further discussion.
Motion carried.

ATTEST	John Schaber, Mayor	
Richard Almich, Interim City Administrator		

MINUTES of the REGULAR MEETING of the ST. CHARLES CITY COUNCIL for Tuesday, October 25, 2022 held at 6:00 p.m. at

8,30 Whitewater Avenue, St. Charles, Minnesota

MEMBERS PRESENT:

Councilmen:

Mayor John Schaber

Dave Braun

John Steffel

Wayne Getz

David Kramer

STAFF PRESENT: Scott Schossow, Nathan Boice, Kenny Loftus, Matt Essig, Melissa Krusmark

OTHERS IN ATTENDANCE: Colleen Ihrke, St. Charles Press

1. ESTABLISH QUORUM/CALL TO ORDER

Quorum was established with Mayor Schaber calling the meeting to order at 6:00 p.m.

2. PLEDGE of ALLEGIANCE

3. APPROVAL of the AGENDA:

Motion to approve the agenda. Motion to approve: **David Braun** No further discussion.

Motion carried.

4. Notices and Communications

- a) Project Fine Welcoming Table Event.
- b) Habitat for Humanity Accepting Homeownership Applications.

Informational

5. Review of Financials

Motion to approve: John Steffel

No further discussion. Motion declared carried.

6. Update on Ambulance Service - Matt Essig.

Informational

7. 2023 Enterprise Funds – Mike Bubany.

Informational

8. Police Department Report for September, 2022.

Informational

9.Julie Ludwig Scholarship - \$500.

Motion to approve: John Steffel

No further discussion.

Motion carried.

10. Resolution #44-2022 – Accept Compeer Financial Grant Donation - \$2,200.

Motion to approve: Wayne Getz.

No further discussion.

Motion declared carried.

a. Approve – Equipment Purchase from CDW-G - \$2,200 (see RCA).

Motion to approve: David Braun.

No further discussion. Motion declared carried.

11. Resolution #45-22 – Accept Dover Township Donation (Bernadine Stevens) - \$500.

Motion to approve: **David Kramer**

No further discussion. Motion carried.

12. Accept Resignation of Jill Mueller from the Planning Commission.

Motion to approve: David Braun

No further discussion.

Motion carried.

13. Library Board Resignations & Openings

Informational

14. Update on City Administrator Recruitment Efforts.

Informational

15. Resolution #46-2022 — Approve a "Variance" from City Code 52.02 "Use of a Public Sewer Required" and a "Variance from City Code 52.03(D)(2) "private Wastewater Disposal" for a Single-Family Residential Structure Constructed at 1220 Sherwood Road and owned by Pat and Wendy Heim (See Attached Document)

Motion to approve: David Braun

No further discussion. Motion carried.

16. RCA Payroll Process (TBD)

Motion to approve: No further discussion. Motion carried.

17. Change 1st November meeting to November 9th, 2022

Motion to approve: David Braun

No further discussion. Motion carried.

18. St. Charles Ave Project Update.

Informational

Unscheduled Public Appearances. None.

Motion to adjourn at 7:00 p.m.: David Braun

No further discussion. Motion carried.

ATTEST	John Schaber, Mayor	
Richard Almich, Interim City Administrator		

Project FINE 2022 Annual Report to the Community

In celebration of our partnership and achievements in 2022 our Board of Directors and staff cordially invite you and a guest to join us for our Annual Report to the Community

February 8, 2023, 5-7pm
Saint Mary's University
President's Room, Toner Center
5pm Social Hour, Light Dinner & Cash Bar;
5:45pm Short Program

Please RSVP by January 24, 2023 via

Phone: 507-452-4100

Email: katie@projectfine.org

City of St. Charles, Minnesota

2023 Property Tax Abatement Plan (Whitewater Properties, LLC Housing Project)

Public Hearing: January 10, 2023



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Property Tax Abatement Plan (Pearson Properties, Inc. Housing Project)

Introduction

Whitewater Properties, LLC (the "Developer") is proposing to develop a new housing project within the corporate limits of the City of St. Charles (the "City"). Specifically, the Developer intends to construct the Southfork Addition Fifth Subdivision in support of 4 single-family residential lots and an 18-unit apartment complex (the "Project"). The Developer has noted that increasing costs of infrastructure construction (due to high inflation, supply chain issues, etc.) curtails the feasibility of the Project without public assistance. The Developer has requested that the City provide tax abatement assistance to reimburse a portion of the public infrastructure costs.

The Developer is specifically requesting \$100,000 woth of infrastructure costs be reimbursed). The City intends to authorize a Tax Abatement on a pay-as-you-go basis for this purpose.

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"City" means the City of St. Charles, Minnesota.

"Developer" means Whitewater Properties, LLC, its successors and/or assigns.

"Plan" means the Tax Abatement Plan associated with assisting the Developer (this document).

"Project" means the installation of public infrastructure to serve the proposed Southfork Addition Fifth Subdivision (4 single-family lots and an apartment complex).

"Project Area" means the geographic area or parcels included in the Project, specifically all lots contained within the Southfork Addition Fifth Subdivision (parcel numbers yet to be assigned):

"State" means the State of Minnesota.

"Tax Abatement Law" means Minnesota Statutes, Sections 469.1812 to 469.1815, both inclusive, as amended from time to time).

Section 2 Statutory Authorization & Limitations

The City is empowered under the provisions of Tax Abatement Law to authorize property tax abatement.

In accordance with Section 469.1813, subdivision 8 of the Tax Abatement Law, in no year shall the abatement, together with all other abatements approved by the City and County paid in that year exceed the greater of 10% of the respective jurisdiction's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). As it may apply to the Abatement Cap, the abatements contemplated in this Plan are subordinated to any previously approved abatements currently being administered by the respective jurisdictions.

Similarly, each jurisdiction may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the abatements under this Plan.

Pay 2022 Net Tax Capacity \$3,341,050 (Dept. of Revenue PRISM)

 10%
 \$334,105

 Less 2021A Bonds Abatements
 (\$130,333)

 Less est. Pearson Builders, Inc. Abatements
 (\$14,160)

 Annual Capacity
 \$189,612

Section 3 Statement of Need and Public Purpose / Public Benefits

Without property tax assistance, the Developer would be unable to move forward which would prevent the public benefits associated with the Project. The Project serves the following public purposes listed under State Statute 469.1813, Subdivision 1:

- 1. the tax abatement shall increase tax base, and
- 2. the tax abatement shall assist with the installation of public infrastructure.

Refer to Exhibit 2 for the estimated revenues. The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

It is hereby found and determined that the benefits to the City from the abatement will be at least equal to the costs to the City of the Abatement, because the project will result in the installation of expensive public infrastructure and provide much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.

Section 4 Specific Development Expected

The Developer intends to construct the Southfork Addition Fifth Subdivision in support of 4 single-family residential lots and an 18-unit apartment complex. Said improvements shall be installed to the satisfaction of the City's Engineer.

Section 5 Property to be Included

The property to be included in this Plan shall include all property associated with the proposed Southfork Addition Fifth Subdivision. A map showing the location of the boundaries of the Project Area is included as Exhibit 1 of this document.

Section 6 Estimated Sources and Uses of Funds (Public Costs)

Below are the estimated sources and uses for this Plan. The City reserves the right to deviate from these figures as long as the total amount of tax abatement does not exceed \$100,000 collected over 10 years commencing with taxes payable year 2025.

Uses of Funds:

Public Infrastructure to be reimbursed	\$100,000
Planning	3,500
Legal	2,000

Total Uses of Funds \$105,500

Sources of Funds:

City Tax Abatements \$100,000 Other City Funds 5,500

Total Sources of Funds \$105,500

Section 7 Estimated Revenues

Refer to Exhibit 2 for the estimated revenues. The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

Section 8 Duration Limit

The abatement contemplated in this Plan shall be for a maximum of ten years commencing with taxes payable 2025.

Section 9 Funding Mechanism

The City intends to abate 60% of the new taxes generated by the Project for up to 10 years, commencing with taxes payable 2025, on a pay as you go basis (see development contract). Total abatement shall not exceed \$100,000.

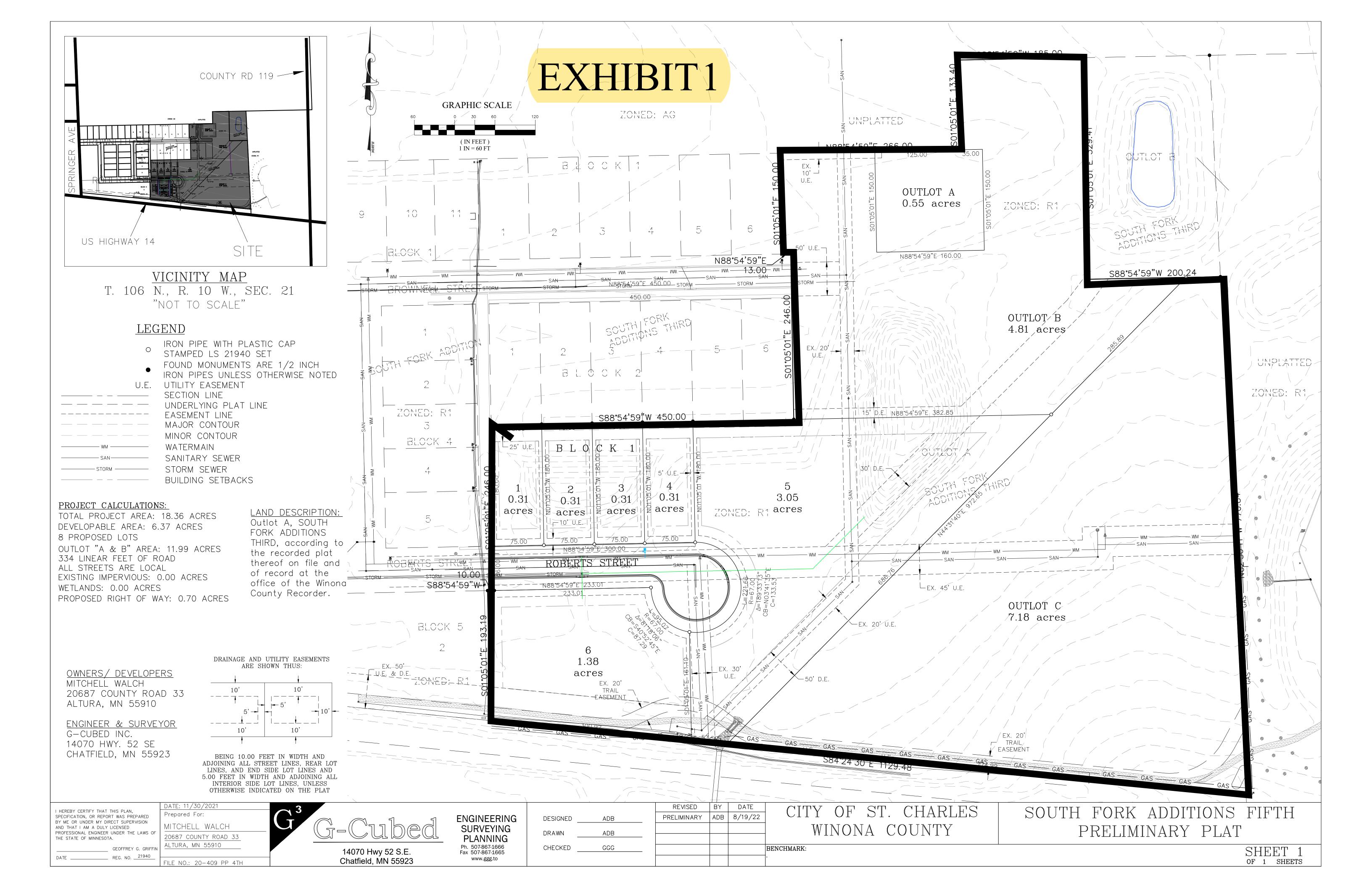
Section 10 Wage & Job Goals

Minnesota Statutes Sections 116J.991 to 116J.993 (the "Business Subsidy Act") require a business receiving at least \$150,000 of state or local government assistance to create a net increase in jobs in Minnesota within two years of receiving assistance and meet wage level and job creation goals established by the funding agency. Businesses not meeting these conditions must repay the assistance to the funding agency.

Housing projects are exempted from the provisions of the Business Subsidy Act and therefore is not applicable to this Plan.

Exhibits

Map of Project Area	Exhibit 1
Revenue Projections	Exhibit 2



CITY OF ST. CHARLES, MINNESOTA WHITEWATER PROPERTIES, LLC HOUSING PROJECT 2023 PROPERTY TAX ABATEMENT PLAN

BASIC ASSUMPTIONS

300,000 Estimated Average Taxable Valuation of Single-Family Homes (after MVE)

4 Total # of Units

2023 Year of Construction

110,000 Estimated "Per Unit" Taxable Valuation of 18-unit Apartment Complex

18 Total # of Units

2024 Year of Construction

YEAR	Homes Constructed	Tax Capacity	Apartment Units Constructed	Tax Capacity	TOTAL TAX CAPACITY	Estimated City Tax Rate	ABATEMENT %	TAX ABATEMENT
2023	4	-	-	-	-	49%	60%	-
2024	-	-	18	-	-	49%	60%	-
2025	-	12,000	-	-	12,000	49%	60%	3,528
2026	-	12,000	-	24,750	36,750	49%	60%	10,805
2027	-	12,000	-	24,750	36,750	49%	60%	10,805
2028	-	12,000	-	24,750	36,750	49%	60%	10,805
2029	-	12,000	-	24,750	36,750	49%	60%	10,805
2030	-	12,000	-	24,750	36,750	49%	60%	10,805
2031	-	12,000	-	24,750	36,750	49%	60%	10,805
2032	-	12,000	-	24,750	36,750	49%	60%	10,805
2033	-	12,000	-	24,750	36,750	49%	60%	10,805
2034	-	12,000	-	24,750	36,750	49%	60%	10,805
	4		18					100,769

NOTE: Total combined abatements shall not exceed \$100,000

CITY OF ST. CHARLES, MINNESOTA

RESOLUTION NO. 01-2023

RESOLUTION APPROVING PROPERTY TAX ABATEMENT RELATED TO WHITEWATER PROPERTIES. HOUSING PROJECT 2023

BE IT RESOLVED by the City Council (the "Council") of the City of St. Charles, Minnesota (the "City") as follows:

Section 1. Recitals.

- 1.01. The City has contemplated granting a property tax abatement in order to assist with the cost of constructing public improvements associated with Southfork Addition Fifth Subdivision, a mulit-use residential development located in the City of St. Charles, Minnesota (the "City"), pursuant to Minnesota Statutes Sections 469.1812 through 469.1810 (the "Act").
- 1.02. Pursuant to Section 469.1813, subd. 2(a) of the Act, the City may identify particular parcels and provide, by resolution, that the City may reduce all or a portion of the City's share of property taxes on the tax parcel in question to reduce all or part of the property tax amount for the political subdivision of the parcel.
- 1.03. The City has identified certain parcels, specifically all lots associated with the Southfork Addition Fifth Subdivision (the "Abatement Parcels") on which the City proposes to abate 60% of the City's share of taxes generated by the development of new housing units. Said abatements shall be levied for the purposes of reimbursing Whitewater Properties, LLC (the "Developer") for up to \$100,000 worth of public infrastructure, subject to all the terms and conditions of this resolution.
- 1.04 The City Abatement on all Abatement Parcels shall not exceed \$100,000 collected over a 10-year period commencing with taxes payable year 2025.
- 1.05. On January 10, 2023, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. <u>Findings</u>.

- 2.01. It is hereby found and determined that the benefits to the City from the abatement will be at least equal to the costs to the City of the Abatement, because the project will result in the installation of expensive public infrastructure and provide much needed housing opportunities which will have a positive impact on the local economy and would not happen without public assistance.
- 2.02. It is hereby found and determined that the abatement is in the public interest for the following reasons:

- (a) the abatement will increase tax base by assisting in the construction of a multi-use residential subdivision.
- (b) the abatement shall assist with the construction of public infrastructure.

Section 3. Actions Ratified; Abatement Approved.

- 3.01. The Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Act.
- 3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the terms and conditions noted in the attached Property Tax Abatement Plan, hereby incorporated into this Resolution.
- 3.03 In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the abatement, together with all other abatements approved by the City under the Act and paid in that year exceed the greater of 10% of the City's Net Tax Capacity for that year or \$200,000 (the "Abatement Cap"). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatements under this Resolution.

Approved by the City Council of the City of St. Charles, Minnesota this 10th day of January, 2023.

Mayor
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EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA

HELD: January 10, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Charles, Winona County, Minnesota, was duly called and held on the 10th day of January, 2023, at 6:00 p.m.

The following members of the Council were present:

And, the follo	owing were absent;	
	Member	introduced the following resolution and moved its adoption:
		2023 AMENDING THE BOUNDARIES OF INT FINANCING DISTRICT NO. 1-9
	WHEREAS:	
A. Financing Dis affordable ho	strict No. 1-9 which included p	y of St. Charles, Minnesota (the "City") created Tax Increment arcels of land for the purpose of assisting the construction of
B. to lots being and		remove the parcels of land included in TIF District No. 1-9 due not meet the income qualifications required by the TIF Act;
or exceeds th	cation or a public hearing if the he original net tax capacity of	er 469.175 subdivision 4(a) permits removal of parcels to occur e current net tax capacity of the parcels to be removed equals the parcels, or the authority agrees that the original net tax by no more than the current net tax capacity of the parcels
	NOW, THEREFORE, BE I	T RESOLVED, by the City Council of the City of St. Charles:
	Removal of parcels from TIF Defence Time Time Time Time Time Time Time Tim	<u>District No. 1-9</u> . The City hereby removes the following parcels
	29	90990130
t		<u>v removed</u> . The City agrees that the original net tax capacity of by no more than the current net tax capacity of the parcels
	<u>Filing</u> . The City Clerk is autho County Auditor.	rized and directed to file a copy of this resolution with the
		n of the foregoing resolution was duly seconded by member taken thereon, the following voted in favor thereof:

And, the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA COUNTY OF WINONA CITY OF ST. CHARLES))
HEREBY CERTIFY that, I have thereof on file in my office, and meeting of the City Council of	uly qualified and acting City Clerk of the City of St. Charles, Minnesota, DO e compared the attached and foregoing extract of minutes with the original that the same is a full, true and complete transcript of the minutes of a said City, duly called and held on January 10, 2023, insofar as such at Financing District No. 1-9 in the City.
WITNESS my hand this 10th d	ay of January, 2023.
City Administrator	

EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL OF THE CITY OF ST. CHARLES, MINNESOTA

HELD: January 10, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Charles, Winona County, Minnesota, was duly called and held on the 10th day of January, 2023, at 6 p.m. The following members of the Council were present: And, the following were absent; Member introduced the following resolution and moved its adoption: RESOLUTION #03-2023 AMENDING THE BOUNDARIES OF TAX INCREMENT FINANCING DISTRICT NO. 1-9 WHEREAS: On June 22, 2021, the City of St. Charles, Minnesota (the "City") created Tax Increment Financing District No. 1-9 which included parcels of land for the purpose of assisting the construction of affordable housing. The City now proposes to remove the parcels of land included in TIF District No. 1-9 due to lots being sold to families who do not meet the income qualifications required by the TIF Act; and Minnesota Statutes Chapter 469.175 subdivision 4(a) permits removal of parcels to occur without notification or a public hearing if the current net tax capacity of the parcels to be removed equals or exceeds the original net tax capacity of the parcels, or the authority agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed. NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Charles: 1. Removal of parcels from TIF District No. 1-9. The City hereby removes the following parcels from TIF District No. 1-9: 290990010 290990030 290990050 2. Agreement to limit tax capacity removed. The City agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed. 3. Filing. The City Clerk is authorized and directed to file a copy of this resolution with the County Auditor. The motion for the adoption of the foregoing resolution was duly seconded by member and upon vote being taken thereon, the following voted in favor thereof: And, the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA COUNTY OF WINONA CITY OF ST. CHARLES)))	
HEREBY CERTIFY that, I have thereof on file in my office, an	e compared the attached d that the same is a full, tr said City, duly called and	City Clerk of the City of St. Charles, Minnesota, DOd and foregoing extract of minutes with the original true and complete transcript of the minutes of a held on January 10, 2023, insofar as such 1-9 in the City.
WITNESS my hand this	day of	, 2023.
City Clerk		

City of St. Charles RESOLUTION #04-2023

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ST. CHARLES ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of St. Charles on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of St. Charles, Minnesota as follows:

- 1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of St. Charles on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
- 2. That the Chief of Police, Jose Pelaez, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
- 3. That the Winona County Attorney, Karin Sonneman, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
- 4. That John Schaber, the Mayor for the City of St. Charles, and Richard Almich, the Interim City Administrator, or his or her successor, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 10th day of January, 2023 by the City Council of the City of St. Charles.

CITY OF ST. CHARLES	
ATTEST:	John Schaber, Mayor
By: Richard Almich, Interim City Administrator	



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of St Charles on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- **1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- **1.2** Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

- method of access and can change the methodology following the process in Clause 2.10.
- **2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.
- 2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS.

2.6 Access Granted.

- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
- B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- **2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- **2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- **2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- **2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.
 - This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.
- **2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- **2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent

Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.1007

Email Address: <u>Dana.Gotz@state.mn.us</u>

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Karin Sonneman, County Attorney

Address: 171 W 3rd St

Winona, MN 55987

Telephone: 507.457.6310

Email Address: ksonneman@co.winona.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- **5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- **5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- **5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- **5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- **7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
 - Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- **7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- **7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- **9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

- **9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.
- **9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

- **11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.
- 11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT	2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION	
Name:(PRINTED)	Name: (PRINTED)	
Signed:	Signed:	
Title:(with delegated authority)	Title: (with delegated authority)	
Date:	Date:	
Name:(PRINTED)	3. COMMISSIONER OF ADMINISTRATION As delegated to the Office of State Procurement By:	
Signed:	Date:	
Title:(with delegated authority)		
Date:		

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of St Charles on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 202873, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

- 1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

- **a.** "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.
- **b.** "Court Data Services" means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.
- **c.** "Court Records" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
 - i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
 - ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- **d.** "DCA" shall mean the district courts of the state of Minnesota and their respective staff.
- e. "Policies & Notices" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

- f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.
- **g.** "Court" shall mean the State of Minnesota, State Court Administrator's Office.
 - **h.** "Subscriber" shall mean the Agency.
- i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.
- 3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.
 - **a.** Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
 - **b. Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
 - c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- **a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- **b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.
- c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- **d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.
- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.
- 6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

- 7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
 - a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.
 - **b.** Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.
 - **c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."
 - Restrictions on Duplication, Disclosure, and Use. Trade secret information d. of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

- e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- **f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.
- 8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.
- 9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

- 12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.
 - a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.
 - b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.
 - c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.
 - d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

- 13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.
- **14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

- **a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- **b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.
- 16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

- 18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- **20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.
- **22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
- 23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- **24. INTEGRATION**. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name:
Name:(PRINTED)
Signed:
Title:
Title: (with delegated authority)
Date:
Name:
(PRINTED)
Signed:
Signed.
Title:
(with delegated authority)
_
Date:

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name:
(PRINTED)
Signed:
Title:
Title:(with delegated authority)
Date:
3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division
Ву:
Date:
4. COURTS Authority granted to Bureau of Criminal Apprehension
Name:(PRINTED)
Signed:
Title:(with authorized authority)
Date:



LESSEE'S AUTHORIZATION RESOLUTION

4550 West 77th Street, Suite 140 Edina, MN 55435-2033

Whereas, City of St. Charles, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Merchants Bank Equipment Finance, a division of Merchants Bank, National Association, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

<u>Section 4. Authorized Signatories.</u> Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Name (Print or Type)	Title (Print or Type)	Signature	
Section 5. Effective Date. This Resolutio was adapted and approved on	n shall be effective immediately upon	its approval and adoption	n. This Resolution
Signature:Secretary/Clerk			
Name Printed:			
Date:			

Lesse's Authorization Resolution

To: City of St. Charles, MN

From: Richard Almich

Subject: INVOICE SUMMARY for the Month of NOVEMBER 2023 for Interim City Administrator Services

Provided to the City of St. Charles, MN

Date: January 4, 2023

Professional Fee: 7,220 minutes/60 minutes per hour = 120.33 hours @\$85.00 = \$10,228.05

Mileage: 934 miles @\$0.625 per mile = \$583.75

MINUS "Overcharge" Within October 2022 Invoice = (\$159.15)

ADD "Omitted Charge" for October 13, 2022 (9.75 hours @\$85.00 per hour) = \$828.75

TOTAL "NET" AMOUNT DUE FOR THE MONTH OF NOVEMBER 2022 = \$11,481.40

A detailed invoice will be provided to the City prior to disbursement of any funds.

amil

I declare under the penalties of law that this account, claim, or demand is just and correct and that no part of it has been paid.

Richard Almich

Date

01-04-23

CITY OF ST. CHARLES

ORDINANCE NO. 650

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING CHAPTER 30 OF ITS CODE OF ORDINANCES PERTAINING TO COMMITTEES.

THE CITY OF ST. CHARLES DOES ORDAIN: (deleted material is lined out; new material is underlined; sections and subsections which are not being amended are omitted):

§ 30.07 – COMMITTEES

- (A) Creation. The Council may create by resolution committees, standing or special as it deems necessary to administer city affairs.
 - (B) Membership.
- (1) The members shall be designated by the Mayor and confirmed by the Council. Each committee shall consist of at least one (1) Council member.
- (2) Each committee member shall serve as appointed unless excused by a majority of the Council members.
- (3) If the committee does not provide otherwise, Committee meetings shall be given the same notice as for special meetings of the Council.
 - (C) Referral and reports.
- (1) Any matter brought before the Council for consideration may be referred by the presiding officer to an appropriate committee or to a special committee appointed by the presiding officer.
- (2) The committee shall submit a written report and recommendation before the matter is considered by the Council as a whole.
- (3) Minority reports may be submitted. Each committee shall act promptly and faithfully on any matter referred to it.
 - (3) Minority reports maybe submitted.
- (D) Term limitations.
- (1) No appointed member of the Park Board, the Public Safety Commission, Planning Commission and Communications and Technology may serve more than 2 consecutive 3-year terms plus the expired term of an immediate predecessor.
- (2) No appointed member of the Economic Development Authority may serve more than 2 consecutive 6 year terms plus the expired term of an immediate predecessor.

(3) Following a lapse of 1 year, t	the name of a former member may be submi	tted to the City			
Council for appointment.					
— (4)—A member who has completed 2 consecutive terms may be reappointed by the City Council for an additional year in the event that an existing vacancy cannot be filled.					
(D) (E) Compensation. Any memb services rendered to the city, the rig	per of a Committee shall receive, as compensa tht to attend an annual dinner.	ation for			
(1987 Code, § 201.07)					
This Ordinance shall take effect thirt	ty days after its publication.				
Adopted this day of Minnesota.	, 2023 by the City Council of the City	of St. Charles,			
	Mayor John Schaber	-			
Attest:					
Andrew Langholz, City Administrate	or				
First Reading:					
Date:					
Nays:					
Abstain					
Second Reading:					
Date:					
Nays:Absent:					
Abstain					
Published:					
Date:					