



The City Council of the City of St. Charles welcomes you to its
 Regular Meeting of Tuesday, April 24, 2018 at 6:00 p.m.
 at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order 2. Pledge of Allegiance 3. Approval of the Agenda 4. Notices and Communications – 5. Review of Financials	
6. Ordinance #599 Amending Provisions of Sect.152.24 (2nd Reading)	APPROVE
7. Ordinance #600 Vacating certain Utility/Drainage Easements in The Chattanooga Innovation Park (2nd Reading)	APPROVE
8. Ordinance #601 Emergency Sale of Real Property to Danmar Properties, LLC	APPROVE
9. Resolution #15-2018 Approving Sale to Danmar Properties, LLC	APPROVE
10. Safe Routes To School Update / Parking Proposal Request	APPROVE
11. St. Charles Bike & Walking Trail Plan	APPROVE
12. Detachment Proceeding	INFORMATION
13. Resolution #16-2018 1-Day Liquor License - Springfest	APPROVE
14. Resolution #17-2018 1-Day Liquor License – Library	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, April 24, 2018

6. **Ordinance #599 Amending Provisions of Section 152.24 (2nd Reading).** Please see enclosed ordinance for consideration.
7. **Ordinance #600 Vacating certain Utility/Drainage Easements in The Chattanooga Innovation Park (2nd Reading).** Please see the enclosed ordinance for consideration.
8. **Ordinance #601 Emergency Sale of Real Property to Danmar Properties, LLC.** Please see the enclosed ordinance for consideration.
9. **Resolution #15-2018 Approving Sale to Danmar Properties, LLC.** Please see the enclosed resolution for consideration.
10. **Safe Routes To School Update / Parking Proposal Request.** A brief update will be provided regarding the SRTS project. In addition, please see the Request for Council Action regarding a proposal from staff.
11. **St. Charles Bike and Walking Trail Plan.** As a follow up to the presentation of the St. Charles Bike and Walking Trail Plan, a recommendation to approve the plan is requested. (Copies of the plan are available at City Hall).
12. **Detachment Process.** In working with the Winona County Auditor/Treasurer and Winona County Recorder, it has been brought to the attention of staff that certain parcels within the township, were inadvertently annexed into city limits in 2002. Through discussion with past Township and City officials, as well as owners, it is the consensus that the parcels in question were not, or should not have been annexed. Staff will begin working to rectify the situation.
13. **Resolution #16-2018 1-Day Liquor License – Springfest.** Please see the attached resolution for consideration.
14. **Resolution #17-2018 1-Day Liquor License – Library Fundraiser.** Please see the attached resolution for consideration.

St. Charles Farmers' Market

City Hall Parking Lot

Tuesday 3-6pm

2018 Farmers Market Season

Name and Business

Address

Phone

Email

Vendor Fees (indicate your choice):

Full season vendor fee: \$50/season

Limited time vendor fee: \$10 per market day (Counts towards a full membership)

Half Season: May 15th - July 24th OR July 31st - October 9th : \$25 (can upgrade to full membership with additional \$25 payment)

Mail application and check or money order to: **ST. Charles Farmers Market 1248 church avenue St. Charles Mn 55972 c/o Rosie Henry. Email is rosehenry@mindspring.com**

Indicate all the products you would like to sell at the farmers market during the 2018 season:

VEGETABLES		FRUITS	SPECIALTY PRODUCTS	NON-FOOD PRODUCTS
<input type="checkbox"/> asparagus	<input type="checkbox"/> onions	<input type="checkbox"/> apples	<input type="checkbox"/> baked goods	<input type="checkbox"/> annual plants
<input type="checkbox"/> beans	<input type="checkbox"/> peas	<input type="checkbox"/> blueberries	<input type="checkbox"/> bread	<input type="checkbox"/> cut, fresh flowers
<input type="checkbox"/> broccoli	<input type="checkbox"/> peppers	<input type="checkbox"/> currants	<input type="checkbox"/> eggs	<input type="checkbox"/> cut, dried flowers
<input type="checkbox"/> beets	<input type="checkbox"/> potato	<input type="checkbox"/> elderberries	<input type="checkbox"/> jams, jellies	<input type="checkbox"/> gourds
<input type="checkbox"/> cabbage	<input type="checkbox"/> pumpkin	<input type="checkbox"/> gooseberries	<input type="checkbox"/> honey	<input type="checkbox"/> berry/grape plants
<input type="checkbox"/> carrots	<input type="checkbox"/> radishes	<input type="checkbox"/> grapes	<input type="checkbox"/> maple syrup	<input type="checkbox"/> perennial plants
<input type="checkbox"/> cauliflower	<input type="checkbox"/> spinach	<input type="checkbox"/> melons	<input type="checkbox"/> pickles	<input type="checkbox"/> vegetable starts
<input type="checkbox"/> corn	<input type="checkbox"/> squash	<input type="checkbox"/> pears	<input type="checkbox"/> flours and grains	<input type="checkbox"/> jewelry
<input type="checkbox"/> cucumber	<input type="checkbox"/> tomato	<input type="checkbox"/> plums	<input type="checkbox"/> Mexican specialties	<input type="checkbox"/> crafts (specify)
<input type="checkbox"/> eggplant	<input type="checkbox"/> zucchini	<input type="checkbox"/> apricots	<input type="checkbox"/> meat	<input type="checkbox"/> pottery
<input type="checkbox"/> garlic	<input type="checkbox"/> other	<input type="checkbox"/> strawberries	<input type="checkbox"/> fruit pies	<input type="checkbox"/> soap/candles
<input type="checkbox"/> kohlrabi	specify below	<input type="checkbox"/> other	<input type="checkbox"/> dairy	<input type="checkbox"/> other
<input type="checkbox"/> lettuce		specify below	<input type="checkbox"/> other specify below	specify below

Describe the products you would like to sell:

Please describe your growing or husbandry practices and indicate any certifications or licenses you carry:

Please describe the space needed and draw out your planned set up for the market below. Please include your vehicle if utilized in the set up or display. Limit to 2 parking spaces (approximately 18x20 feet).

At this time electricity is not available. If you are in need of electricity please explain why and the Board will review and explore options for the future.

Please read and check the following boxes.

- I agree to abide by the St. Charles Farmers' Market Board decisions, bylaws, and rules. Selling privileges at the St. Charles Farmers' Market are subject to prior Board approval.

- I understand that I may sell only what I have indicated on this application and only after the St. Charles Farmers' Market Board has reviewed and accepted the application and I have submitted your vendor fees.

- I the vendor am responsible for acquiring the pertinent licensing before selling at the St. Charles Farmer's Market. I have attached a copy of any current certifications and/or license. I also filled out and attached the ST-19 tax form. (Even if you do not sell taxable items)

- As a vendor participating in the St. Charles Farmers' Market I shall be individually liable for any loss, personal injury, deaths, and/or any other damage that may occur as a result of my actions or sales, and I hereby agree to indemnify Winona County, the City of St. Charles, the St. Charles Farmers' Market Association and Board harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Winona County, the City of St. Charles, the St. Charles Farmers' Market Association and Board by reasons of my actions or sales, or that of my interns, agents, assignee, and/or employees.
- I have read and understood the bylaws, rules, and all material in this application.

Sign _____ Date: _____

CITY OF ST. CHARLES

ORDINANCE #599

AN ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA, AMENDING PORTIONS OF THE REGIONAL COMMERCIAL/INDUSTRIAL (C-3) ZONING DISTRICT

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

Section 1. Title XV: Land Usage, Chapter 152: Zoning, Section 152.24 Districts of the City Code of St. Charles, Minnesota, be amended as follows:

K (4) Storage; Displays.

(b) Merchandise which is offered for direct sale, rental or lease to the ultimate consumer may be displayed beyond the confines of a building, but the area occupied by the outdoor display shall not constitute a number of square feet greater than 15% of the ground floor area of the principal-use building. Motor vehicle, boat, recreational vehicle, or trailer sales and service shall be exempt from the above provision.

(M) Sign regulations.

- (1) Signs adjacent to Interstate 90 and State Highway 74 shall meet all applicable state and federal regulations.
- (2) The total surface area of all business signs on a lot, whether attached or detached from the building, shall not exceed 3 square feet per lineal foot of all lot frontage on a public right-of-way. Motor vehicle, boat, recreational vehicle, or trailer sales and service shall be exempt from the above provision.

(3) *Building Signs.*

(a) *Wall signs.* A maximum of one sign per building plus one sign per business may be attached to or painted on each wall face. The total sign area per wall face shall not exceed four hundred (400) square feet or twenty percent (20%) of the wall surface (whichever is less). Nameplate (address) signs up to two (2) square feet are exempt. Motor vehicle, boat, recreational vehicle, or trailer sales and service shall be exempt from the above

provision.

Section 2: This Ordinance shall take effect thirty days after its publication.

Adopted this 24th day of April, 2018 by the City Council of the City of St. Charles, Minnesota.

Mayor John Schaber

Attest:

Nick Koverman, City Administrator

First Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Second Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Published:

Date: _____

**ORDINANCE #600
CITY OF ST. CHARLES**

COUNTY OF WINONA

**AN ORDINANCE TO VACATE A
PORTIONS OF DRAINAGE AND UTILITY EASEMENTS OF LOTS 2, 3, 4, 5 OF
BLOCK 3 ON THE PLAT OF CHATTANOOGA INNOVATION PARK PLAT IN THE
CITY OF ST. CHARLES, WINONA COUNTY, MINNESOTA**

The City of St. Charles does ordain:

Section 1. That the following described public drainage and utilities easements created on the plat of CHATTANOOGA INNOVATION PARK be and hereby vacated and abolished:

Lot 2, Block 3

The East 5 feet of Lot 2, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 2, and being parallel with said North line and Excepting the Southerly 15 feet, as measured at a right angle to the South line of said Lot 2, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Recorder's Office, Winona, Minnesota.

Lot 3, Block 3

The West 5 feet and the East 5 feet of Lot 3, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 3, and being parallel with said North line and Excepting the Southerly 15 feet, as measured at a right angle to the South line of said Lot 3, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Recorder's Office, Winona, Minnesota.

Lot 4, Block 4

The West 5 feet and the East 5 feet of Lot 4, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 4, and being parallel with said North line and Excepting the Southerly 15 feet, as measured at a right angle to the South line of said Lot 4, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Recorder's Office, Winona, Minnesota.

Lot 5, Block 3

The West 5 feet of Lot 5, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 5, and being parallel with said North line and Excepting the Southerly 15 feet, as measured at a right angle to the South line of said Lot 5, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Recorder's Office, Winona, Minnesota.

Section 2. That this ordinance shall take effect thirty days after its publication.

Adopted this 24th day of April, 2018 by the City Council of the City of St. Charles, Minnesota.

John P. Schaber, Mayor

Attest:

Nick Koverman, City Administrator

First Reading:

Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Second Reading:

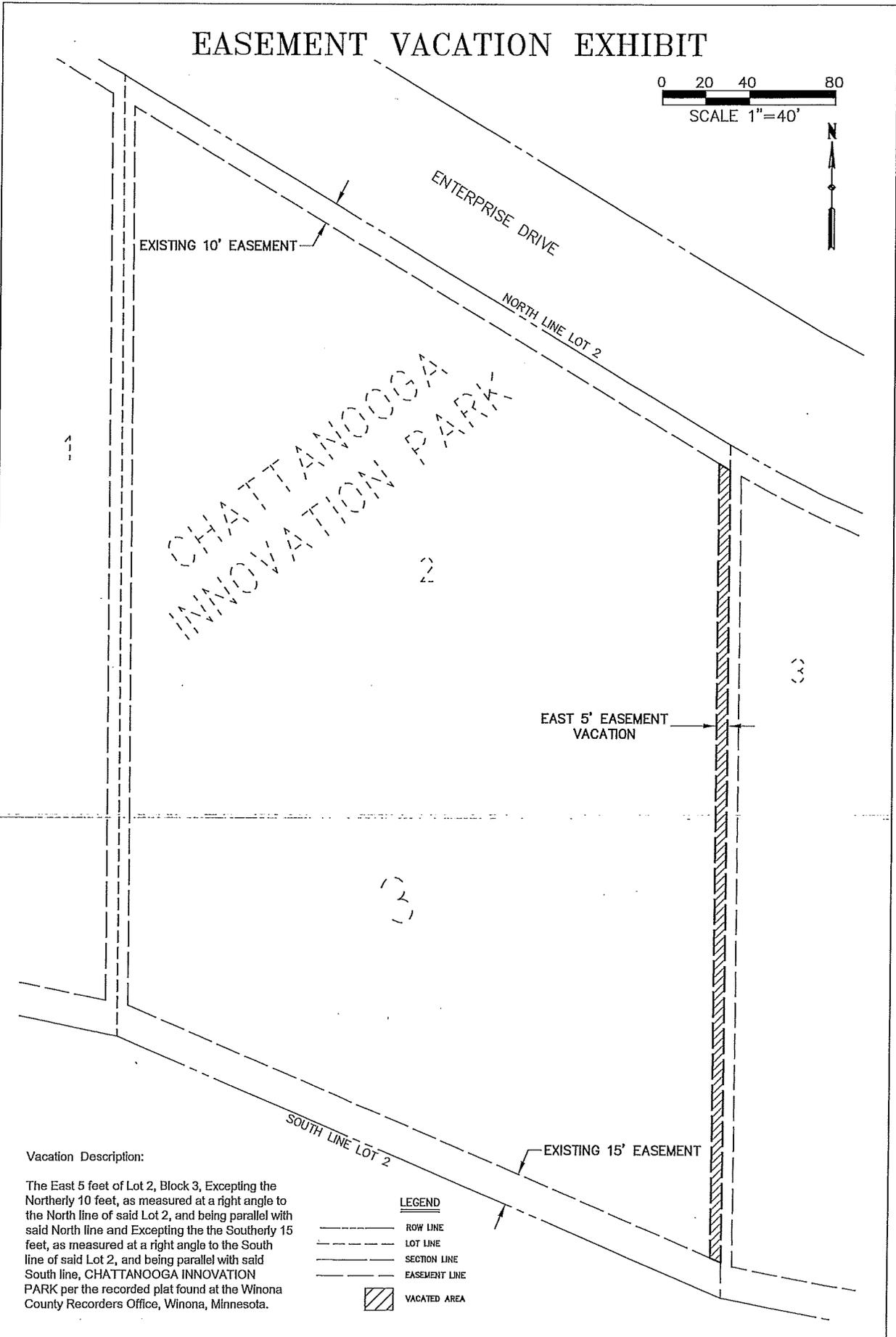
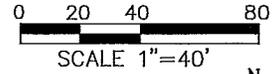
Date: _____

Ayes: _____
Nays: _____
Absent: _____
Abstain _____

Published:

Date: _____

EASEMENT VACATION EXHIBIT



Vacation Description:

The East 5 feet of Lot 2, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 2, and being parallel with said North line and Excepting the the Southerly 15 feet, as measured at a right angle to the South line of said Lot 2, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Records Office, Winona, Minnesota.

LEGEND

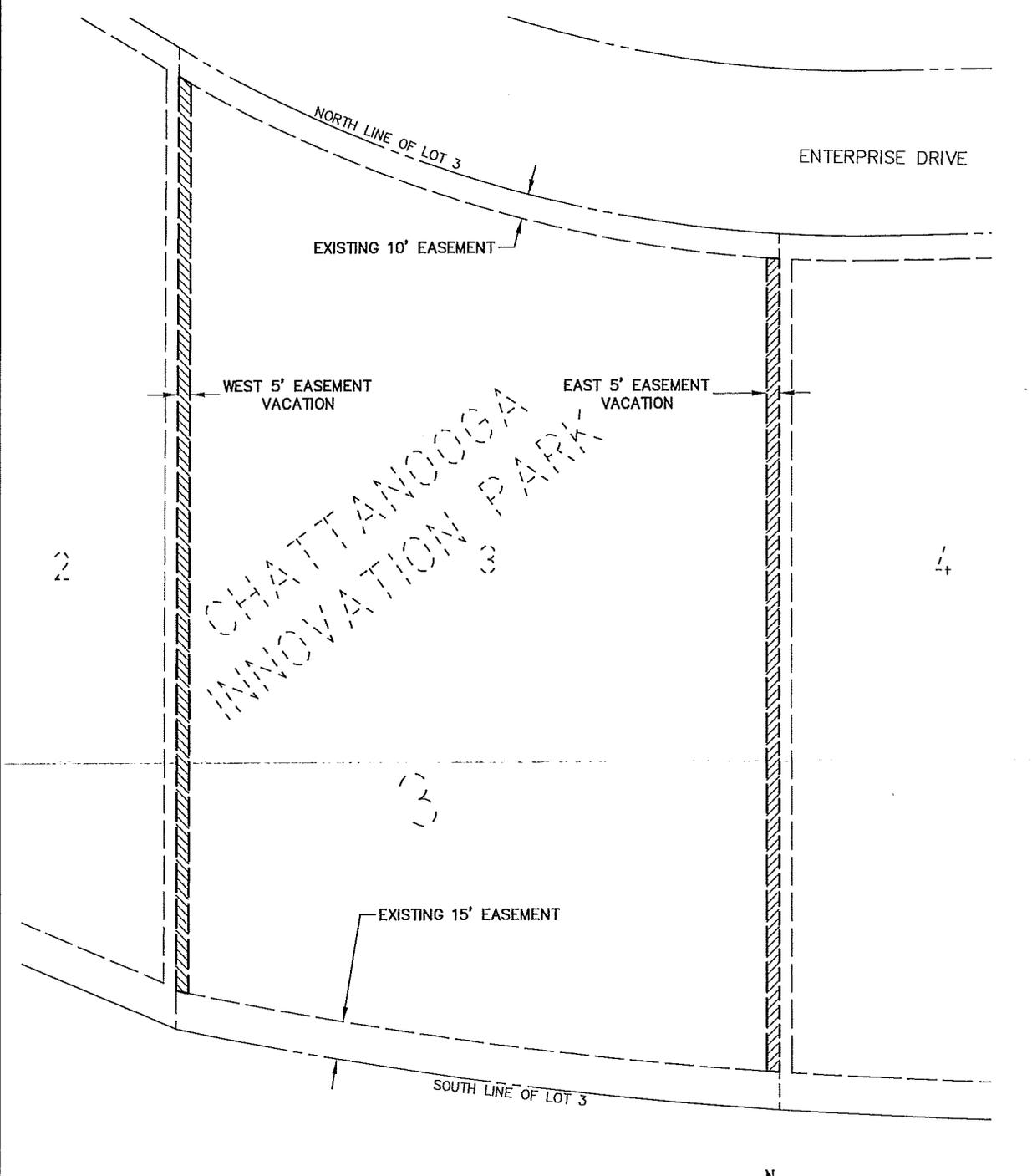
- ROW LINE
- - - - - LOT LINE
- · - · - SECTION LINE
- - - - - EASEMENT LINE
- VACATED AREA

SCALE:	1" = 40'
DRAWN BY:	DAT
DATE:	3/19/18
PROJECT NO.:	5985.18
CADD NO.:	5985.18/Easement Vacations

FOR:
CITY OF ST. CHARLES
LOT 2, BLOCK 3
CHATTANOOGA INNOVATION PARK

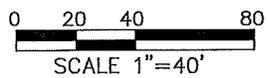


EASEMENT VACATION EXHIBIT



Vacation Description:

The West 5 feet and the East 5 feet of Lot 3, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 3, and being parallel with said North line and Excepting the Southerly 15 feet, as measured at a right angle to the South line of said Lot 3, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Records Office, Winona, Minnesota.



LEGEND

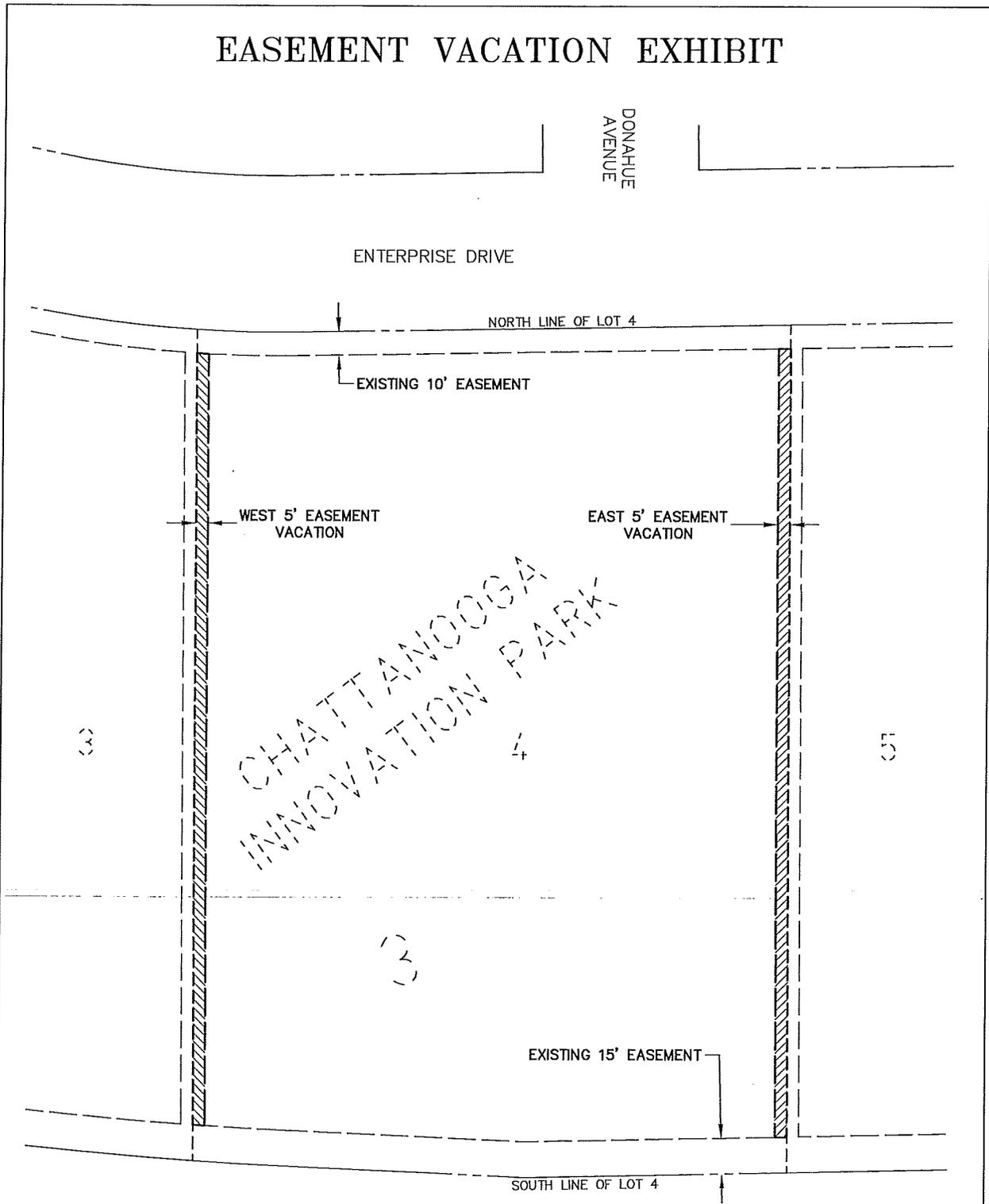
- ROW LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- VACATED AREA

SCALE:	1" = 40'
DRAWN BY:	DAT
DATE:	3/19/18
PROJECT NO.:	5985.1B
CADD NO.:	5985.1B/Easement Vacations

FOR:
CITY OF ST. CHARLES
LOT 3, BLOCK 3
CHATTANOOGA INNOVATION PARK

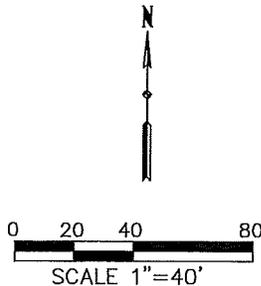


EASEMENT VACATION EXHIBIT



Vacation Description:

The West 5 feet and the East 5 feet of Lot 4, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 4, and being parallel with said North line and Excepting the the Southerly 15 feet, as measured at a right angle to the South line of said Lot 4, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Recorders Office, Winona, Minnesota.



LEGEND

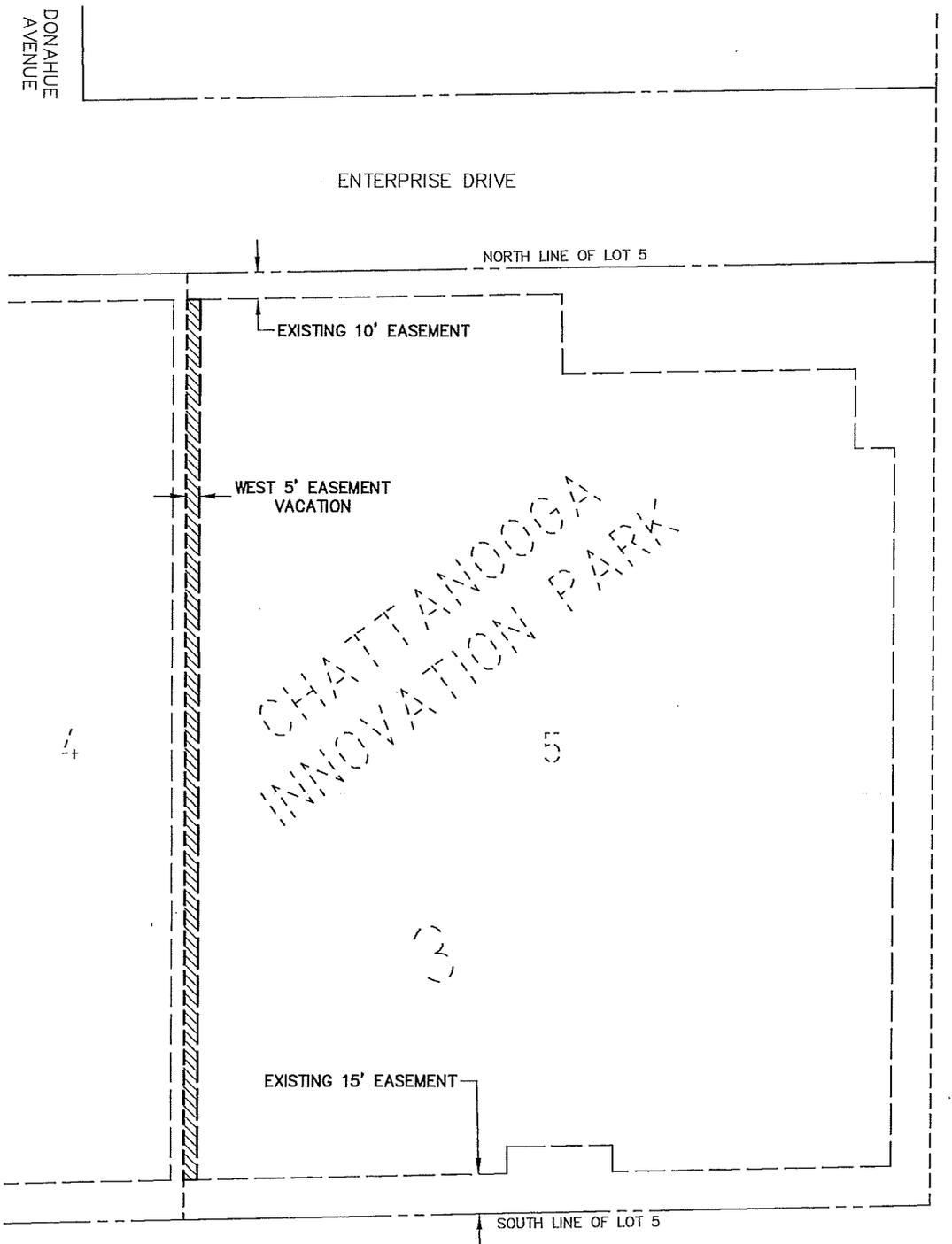
- ROW LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- VACATED AREA

SCALE:	1" = 40'
DRAWN BY:	DAT
DATE:	3/19/18
PROJECT NO.:	5985.18
CADD NO.:	5985.18/Easement Vacations

FOR:
CITY OF ST. CHARLES
LOT 4, BLOCK 3
CHATTANOOGA INNOVATION PARK

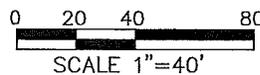


EASEMENT VACATION EXHIBIT



Vacation Description:

The West 5 feet of Lot 5, Block 3, Excepting the Northerly 10 feet, as measured at a right angle to the North line of said Lot 5, and being parallel with said North line and Excepting the the Southerly 15 feet, as measured at a right angle to the South line of said Lot 5, and being parallel with said South line, CHATTANOOGA INNOVATION PARK per the recorded plat found at the Winona County Records Office, Winona, Minnesota.



LEGEND

- ROW LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- VACATED AREA

SCALE:	1" = 40'
DRAWN BY:	DAT
DATE:	3/19/18
PROJECT NO.:	5985.18
CADD NO.:	5985.18/Easement Vacations

FOR:
CITY OF ST. CHARLES
LOT 5, BLOCK 3
CHATTANOOGA INNOVATION PARK



CITY OF ST. CHARLES

ORDINANCE # 601

**AN EMERGENCY ORDINANCE OF THE CITY OF ST. CHARLES, MINNESOTA,
AUTHORIZING THE SALE OR REAL PROPERTY TO DANMAR PROPERTIES, LLC**

Preamble: City Charter, Section 3.09, requires two readings of ordinances plus 30 days following publication before an ordinance becomes effective, except for emergency ordinances.

Charter, Section 3.06, Emergency Ordinances, provides in part as follows:

“An emergency ordinance is an ordinance necessary for the immediate preservation of the public peace, health, morals, safety or welfare in which the emergency is defined and declared in a preamble thereto and is adopted by a vote of at least three of the voting members of the council.”

The buyer of the below described Property (“Property”), Danmar Properties, LLC (“Company”), has indicated that they need to close on the Property as soon as possible to meet their construction schedule set to start September 30, 2018, and that failure to meet said date could be detrimental to the sale of the Property and their ability to proceed with their commercial development project in the City’s business park.

Based on the above typical City ordinance adoption process in Charter and the additional unique requirement in the Charter that sale of City-owned property requires passage of such an ordinance, as opposed to the far more common passage of a resolution for the sale of property, the closing on the Property would be delayed as much as 60 days if the City follows the typical Charter procedures.

The City Council finds that it is in the public interest to sell the Property to Company and to facilitate the construction schedule of Company in order to allow the Project to move forward in the City’s business park and to forestall any negative consequences to the City and Company resulting from the delay caused by the general ordinance adoption procedure. The City has made considerable investment in the business park. The City finds that the ordinance delay resulting from following the typical ordinance adoption procedure could potentially jeopardize the Project and the City’s investment. As a result and to facilitate Company’s construction schedule, immediate consideration and action by the City Council is necessary pursuant to City Charter, Section 3.06, Emergency Ordinances, to preserve and protect the public welfare.

THE CITY OF ST. CHARLES DOES ORDAIN:

Section 1. The St. Charles City Council hereby authorizes the sale and conveyance of real property legally described as:

Lots 2, 3, 4, and 5, Block 3, Chattanooga Innovation Park, City of St. Charles, Winona County, Minnesota

to Danmar Properties, LLC by quitclaim deed pursuant to the terms and conditions of sale set forth in that certain Vacant Land Purchase Agreement between the City and Danmar Properties, LLC.

Section 2. This ordinance shall take effect immediately upon its adoption and shall be subsequently published.

Adopted this 24th day of April, 2018 by the City Council of the City of St. Charles, Minnesota.

John Schaber, Mayor

Attest:

Nick Koverman, City Administrator

Published:

Date: _____

**CITY OF ST. CHARLES, MINNESOTA
CITY COUNCIL RESOLUTION #15-2018**

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ST.
CHARLES, MINNESOTA, APPROVING THE SALE OF REAL PROPERTY IN ST.
CHARLES, MINNESOTA, AND DISPENSING WITH REVIEW OF THE SALE BY THE
ST. CHARLES PLANNING COMMISSION**

WHEREAS, The City of St. Charles (“City”) desires to sell certain real property located in St. Charles, Minnesota, legally described as:

Lots 2, 3, 4, and 5, Block 3, Chattanooga Innovation Park, City of St. Charles,
Winona County, Minnesota,

referred to herein as the “Property”; and

WHEREAS, the buyer of the Property, Danmar Properties, LLC (“Company”) is willing to purchase the Property from the City for \$305,000.00; and

WHEREAS, a draft purchase agreement has been prepared for the sale of the Property and is attached hereto as Exhibit A; and

WHEREAS, in accordance with the attached draft purchase agreement, the City and Company expressly understand and agree that the sale of the Property is contingent upon approval by the City Council of the City of St. Charles; and

WHEREAS, if any transaction approval as provided in the purchase agreement is not obtained by the closing date stated in the purchase agreement, the purchase agreement shall then be null and void, without further obligation by either party; and

WHEREAS, Section 12.05 of the City Charter of the City of St. Charles also provides that no real property of the City may be disposed of except by ordinance; and

WHEREAS, the City adopted such an emergency ordinance, Number #601, dated April 24, 2018, approving the sale of the Property by the City; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the city council may, by resolution

adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT: The City Council hereby finds that the proposed sale of the Property by the City of St. Charles has no relationship to the City's Comprehensive Plan, and therefore review of the proposed sale by the St. Charles Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT: The City Council hereby approves the attached purchase agreement and authorizes and directs the Mayor and City Administrator to execute the purchase agreement substantially in the form hereby approved and such other documents as are necessary to close on the sale of the Property by the City of St. Charles to Company and that Company record the same in the Office of the Winona County Recorder.

PASSED by the City Council of the City of St. Charles on this 24th day of April, 2018.

ATTEST

Nick Koverman, City Administrator

John Schaber, Mayor

VOTE: ___ SCHABER ___ BRAUN ___ GETZ ___ HILMER ___ KRAMER

VACANT LAND PURCHASE AGREEMENT

THIS AGREEMENT is made as of _____, 2018, between the City of St. Charles, a Minnesota municipal corporation, 830 Whitewater Avenue, St. Charles, Minnesota 55972 (herein the "Seller"), and Danmar Properties, LLC, a Minnesota limited liability company, 12101 35W South, Burnsville, MN 55337 (herein the "Buyer"); (collectively the "Parties").

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following legally described property (the "Real Property"):
 - a. **Real Property.** The real property located in Winona County, Minnesota, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, and legally described as follows:

Lots 2, 3, 4, and 5, Block 3, Chattanooga Innovation Park, City of St. Charles, Winona County, Minnesota

excepting any easements and rights benefiting or appurtenant to the Real Property and improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Real Property (herein "Real Property").
 - b. **Personal Property:** none.
2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Real Property is Three Hundred and Five Thousand and No/100ths (\$305,000.00) Dollars, which amount shall be paid as follows:
 - a. \$25,000.00 as earnest money; receipt of which is hereby acknowledged by Seller; and
 - b. \$280,000.00 cash, on the Closing date.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before May 31, 2018 (the "Closing Date"), at St. Charles City Hall, 830 Whitewater Avenue, St. Charles, Minnesota 55972, or at such other time and place as may be agreed to mutually by the Parties subject to the contingencies and other terms and conditions contained herein being satisfied. Seller agrees to deliver possession of the Real Property to Buyer on the closing date.
 - a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):

i. Quit Claim Deed. Attached hereto and made a part hereof as Exhibit B is the required Quit Claim Deed containing the terms, covenants, and conditions upon which the sale of the Real Property is based. The Quit Claim Deed shall contain the following restrictions, covenants, and conditions:

1. The Real Property herein conveyed shall be devoted to the following use: commercial.
2. The Real Property shall be devoted to such intended use in accordance with the provisions of the Deed.
3. The Buyer shall (a) commence work on the improvements on or before September 30, 2018, and (b) shall devote the Real Property to its intended use, and (c) shall devote the Real Property to its intended use by June 30, 2019. If the Buyer fails to commence work on time or fails to devote the Real Property to its intended use, or fails to devote the Real Property to its intended use on time, title to the Real Property shall revert to Seller, at Seller's election, and, in that event, Buyer shall promptly offer a deed to the Real Property to Seller, who will then refund to Buyer the amount of the Purchase Price paid by Buyer to Seller, without interest, less any taxes and other encumbrances affecting marketability of title. Notwithstanding the foregoing, Seller may, at its option, consider an extension of time for good cause shown by Buyer. In the event an extension is granted, such extension (a) shall be to a date certain, (b) may be conditioned by Seller to protect the public interest, and (c) during the period Buyer shall not transfer title to the Real Property without the express written consent of Seller.

After the Buyer has devoted the Real Property to its intended use in accordance with approved plans and specifications for the development of the Real Property, submitted to the Seller, the Seller shall provide to Buyer a certificate of compliance / completion in recordable form within 30 days from the determination thereof by Seller.

4. The Buyer shall not transfer title to the real property within five (5) years after the date of the Deed without the express written consent of the Seller; such consent shall not be unreasonably withheld, conditioned or delayed.
5. Any transfer of title to the Real Property made pursuant to the provisions of paragraph 4 hereof shall be made only to a purchaser who demonstrates to the satisfaction of Seller that such purchaser has the ability to perform in place of Buyer.

- ii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
 - iii. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
 - iv. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer.
- b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):
- i. Purchase Price. The Purchase Price, by check or wire transfer.
 - ii. Certificate of Real Estate Value. A Certificate of Real Estate Value.
4. **CONTINGENCIES**. The obligations of the Parties to perform under this Purchase Agreement are contingent upon the timely occurrence or satisfaction of each of the following conditions prior to or on the Closing Date:
- a. On the Closing Date, title to the Real Property shall be acceptable to Buyer subject to and in accordance with the provisions of Section 8 regarding title examination.
 - b. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
 - c. The Parties understand and agree that the purchase of the Property is contingent upon approval by the City Council of the City of St. Charles.
 - d. Prior to the transfer of title of the Real Property, the Buyer shall submit to the Seller preliminary plans and specifications for the development of the Real Property. The detail of the plans and specifications shall be such as will enable the Seller to determine with reasonable certainty that the project on the Real Property is or will be in compliance with the law and will, if carried out, provide for the intended use.
 - e. Buyer has closed on Buyer's financing and provided to Seller a document signed by the Buyer's bank or other financial institution demonstrating that Buyer has closed and obtained financing to construct and complete the development project on the Real Property.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Party so benefitted. If any approval as provided herein is not obtained by

the Closing Date, this Agreement shall be null and void.

5. **PURCHASE, AS-IS.** The Real Property described in this Purchase Agreement is being sold in an “as is” and with “all faults” condition, Buyer hereby acknowledges that Buyer has had an opportunity to inspect the Real Property prior to the execution of this Agreement. Buyer’s acceptance of title to the Real Property shall represent Buyer’s acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or use), (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Property, (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing, and (iv) the condition of the Real Property is fit for Buyer’s intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated or will migrate from or to the Real Property.

a. For purposes of this Section, the following terms have the following meanings:

- i. “Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
- ii. “Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- iii. "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).
6. **WELLS AND INDIVIDUAL SEWAGE TREATMENT SYSTEMS.** The Seller certifies that the Seller does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.
7. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding the Real Property and this Agreement.
- a. **Deed Tax.** Buyer shall pay all state deed tax regarding the deed to be delivered by Seller under this Agreement.
 - b. **Real Estate Taxes and Special Assessments.** Real estate taxes and any special assessments payable in the year 2018 shall be prorated between Seller and Buyer to the Closing Date. The Buyer shall pay real estate taxes and any special assessments payable therewith in 2019 and thereafter.
 - c. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title.
 - d. **Other Costs.** All other operating costs of the Real Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date.
 - e. **Attorneys' Fees.** Each of the parties will pay its own attorneys', accountants' and consultants' fees.
8. **TITLE EXAMINATION.**
- a. **The Delivery of the Title Commitment.** Buyer may obtain, at its option and expense, a commitment for an owner's policy of title insurance. Buyer shall pay all costs associated with obtaining title insurance including, but not limited to, updating of the abstract or obtaining a new abstract of title for the Real Property, title insurance premiums and title examination fees (hereinafter the "Title Commitment"), issued by a Title Insurance Company authorized to do business in the State of Minnesota and approved by Buyer (hereinafter the "Title Company"). The Title Commitment shall be based upon the description of the Real Property provided herein and shall show fee title in the Seller, subject only to the permitted encumbrances waived in writing by Buyer, and shall provide for extended coverage risks and include special endorsements for zoning, contiguity and such

other matters as Buyer may request.

- b. **The Making and Curing of Title Objections.** Buyer shall be allowed fifteen (15) days after receipt of the Title Commitment in which to make objections to the content of the commitment, said objections to be made in writing. If there are any objections to the title which are not remedied by the Closing Date, the Seller shall have sixty (60) days from the date of receipt of said written objections in which to remedy said objections.
- c. **The Consequences of Failing to Cure Title Objections.** If said objections are not remedied within sixty (60) days from the date of Seller's receipt of said objections, then Buyer shall have the following two alternatives:
 - i. Buyer may accept title to said Real Property subject to said objections; or
 - ii. Buyer may declare this entire transaction to be null and void.

If Buyer declares this transaction to be null and void pursuant to this Section, all Earnest Money paid by Buyer to Seller shall be immediately refunded by Seller to Buyer.

9. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Real Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the Parties.
10. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
11. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
12. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
13. **NOTICES.** Any notice required or permitted to be given by any party upon the other is

given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to a partner of Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Mark Saba, Manager
Danmar Properties, LLC
12101 35W South
Burnsville, MN 55337

If to Seller: Nick Koverman, City Administrator
City of St. Charles
830 Whitewater Avenue
St. Charles, MN 55972

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

14. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days after receipt of such written notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon thirty (30) days' written notice to Seller (Seller having cure rights during the 30-day period), and upon such termination, the Earnest Money shall be refunded to Buyer and thereafter, neither party shall have any further rights or obligations hereunder.

15. **MISCELLANEOUS PROVISIONS.**

- a. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; 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 thereby.
- b. **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; each party indemnifies and holds the

other harmless against any breach of the foregoing representation and warranty.

- c. **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.
 - d. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
 - e. **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.
 - f. **Survival.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect for a period of twelve (12) months after the Closing, and shall not be deemed to have merged into any of the Closing Documents.
 - g. **Other Documents.** Each Party to this Agreement agrees, both at the Closing and after the Closing, to execute such other documents as may be reasonably requested by the other Party in order to complete the transactions contemplated by this Agreement.
 - h. **Counterparts.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
16. **SELLER'S TRANSACTION APPROVAL.** Seller's obligation to perform hereunder is contingent upon Seller obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the City Council of the City of St. Charles, Minnesota. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void, and in this event Seller will return the earnest money paid by Buyer. Execution of this Agreement by any person on behalf of the Seller prior to obtaining the necessary approvals provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Seller under this Agreement.

Remainder of this page intentionally left blank.

SELLER:
CITY OF ST. CHARLES, MINNESOTA

Date: _____

By: _____
John Schaber, Its Mayor

Date: _____

By: _____
Nick Koverman, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF WINONA)

This instrument was acknowledged before me on _____, 2018, by John Schaber, the Mayor, and by Nick Koverman, the City Administrator of the City of St. Charles, Minnesota, a municipal corporation under the laws of the State of Minnesota, Seller:

(Notary Seal)

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
Phone: 651-225-8840
Fax: 651-225-9088

**Request for City Council Action**

Date: April 18, 2018

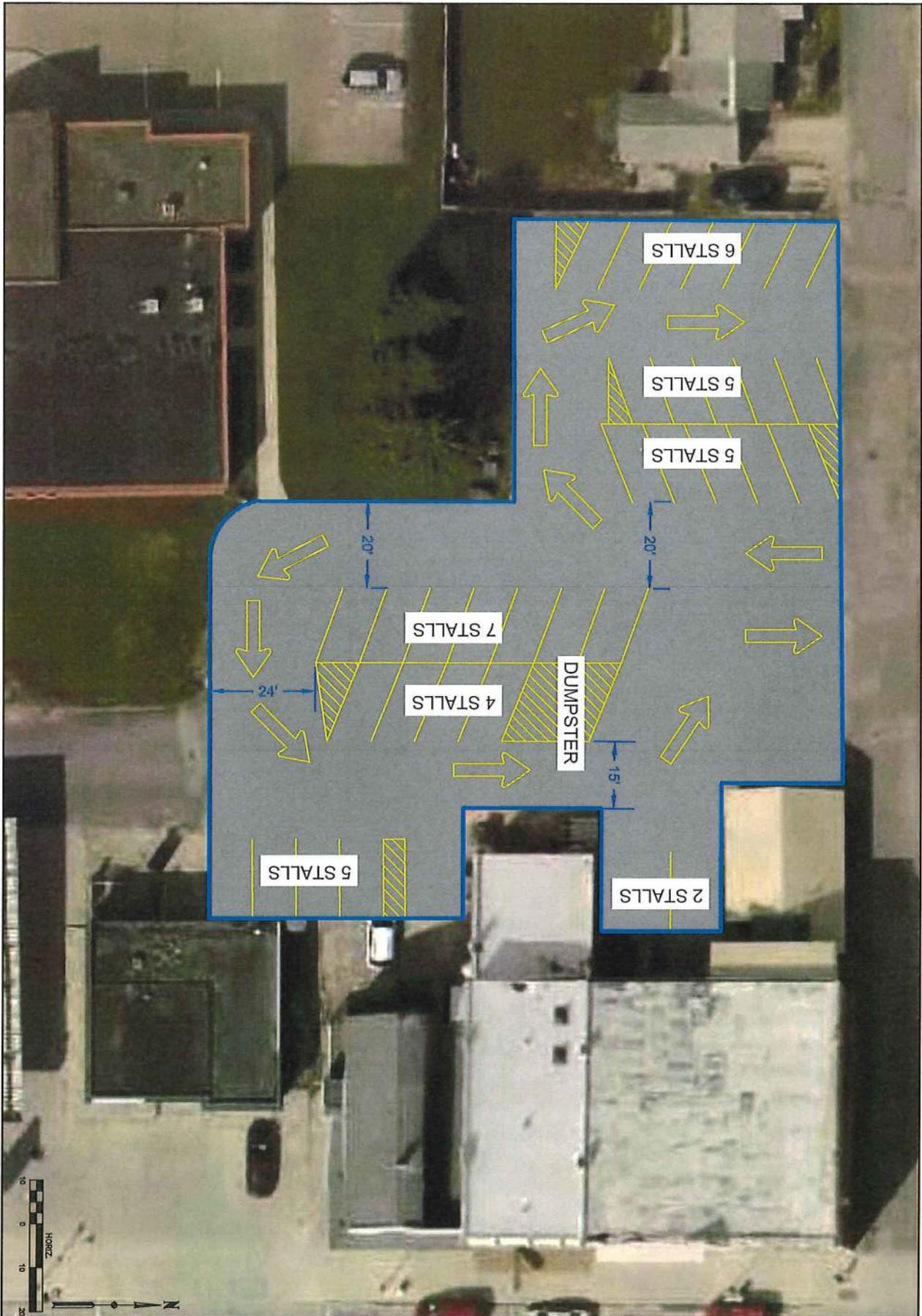
Requested Council Date: April 24, 2018

Originating Department: Administration

Council Action Requested: Proposed parking partnership

Background Information: Moving forward with the Safe Routes To School project, staff continue to review the project as a whole. In consideration of the project, we reviewed the existing parking and traffic flow of the area. Enclosed is a proposal to remove the blacktop connection between 11th Street and the rear parking area behind State Farm and Dels Café, which would extend the library green space, decrease unwarranted drive-thru traffic and eliminate "S" corner of the alley. As a proposal to more efficiently utilize existing parking to service downtown patrons/guests, as well as generally enhance the space that abuts the SRTS area, a draft plan of surfacing the gravel area for public use is attached. Support has been received from those businesses as to the idea of a reconfiguration. Cost of the proposal is approximately \$27,500, which will be part of repair/maintenance budget. A similar situation of municipal and private parking exists between the City, the Moose, Merchants, and the Pub.





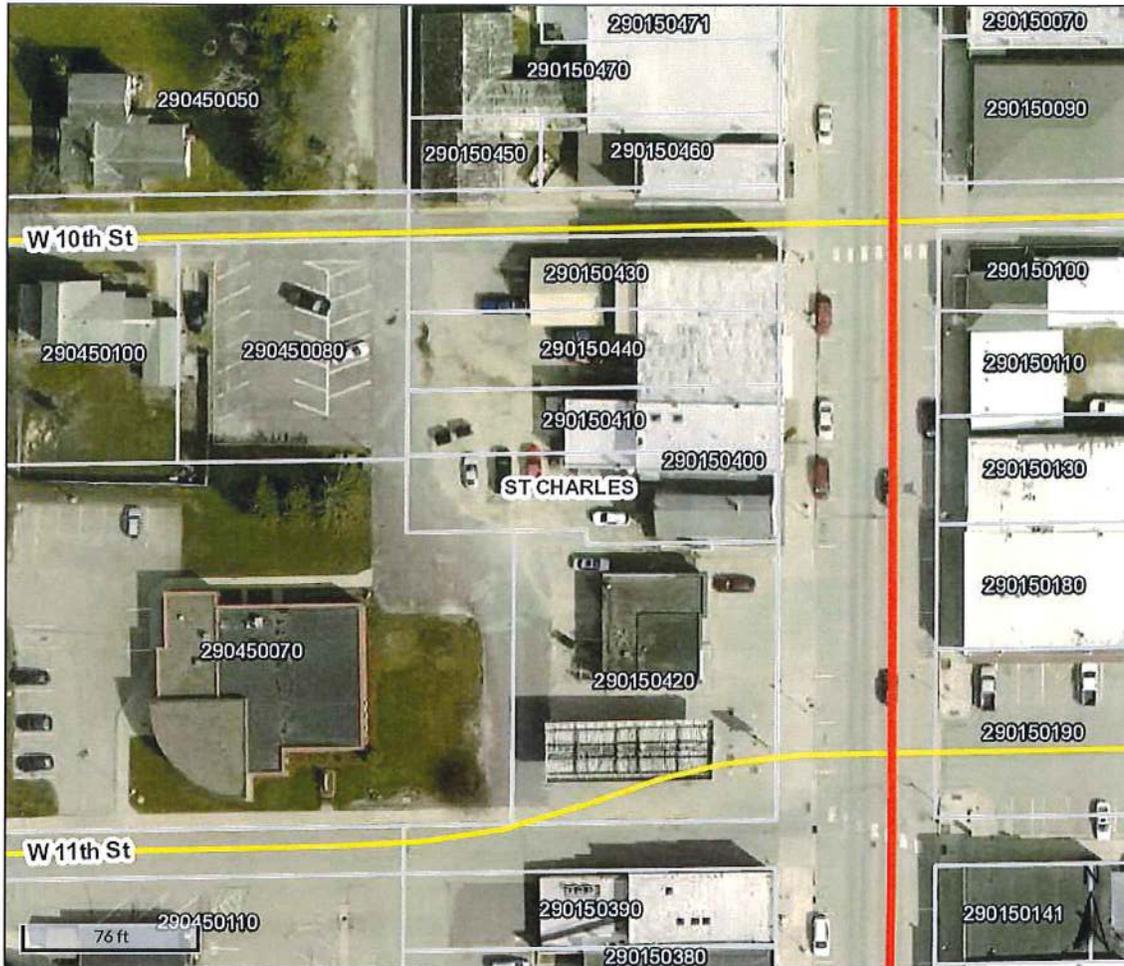
SCALE AS SHOWN
 WORKS PROJECT NO.
 DRAWN BY
 CHECKED BY
 DATE

STRIPING PLAN
 DELS CAFE PARKING
 ST. CHARLES, MN
 2018

REVISIONS		
NO.	DATE	DESCRIPTION

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
PRELIMINARY ONLY - NOT FOR CONSTRUCTION
 Name _____
 Date _____ License No. _____





Overview



Legend

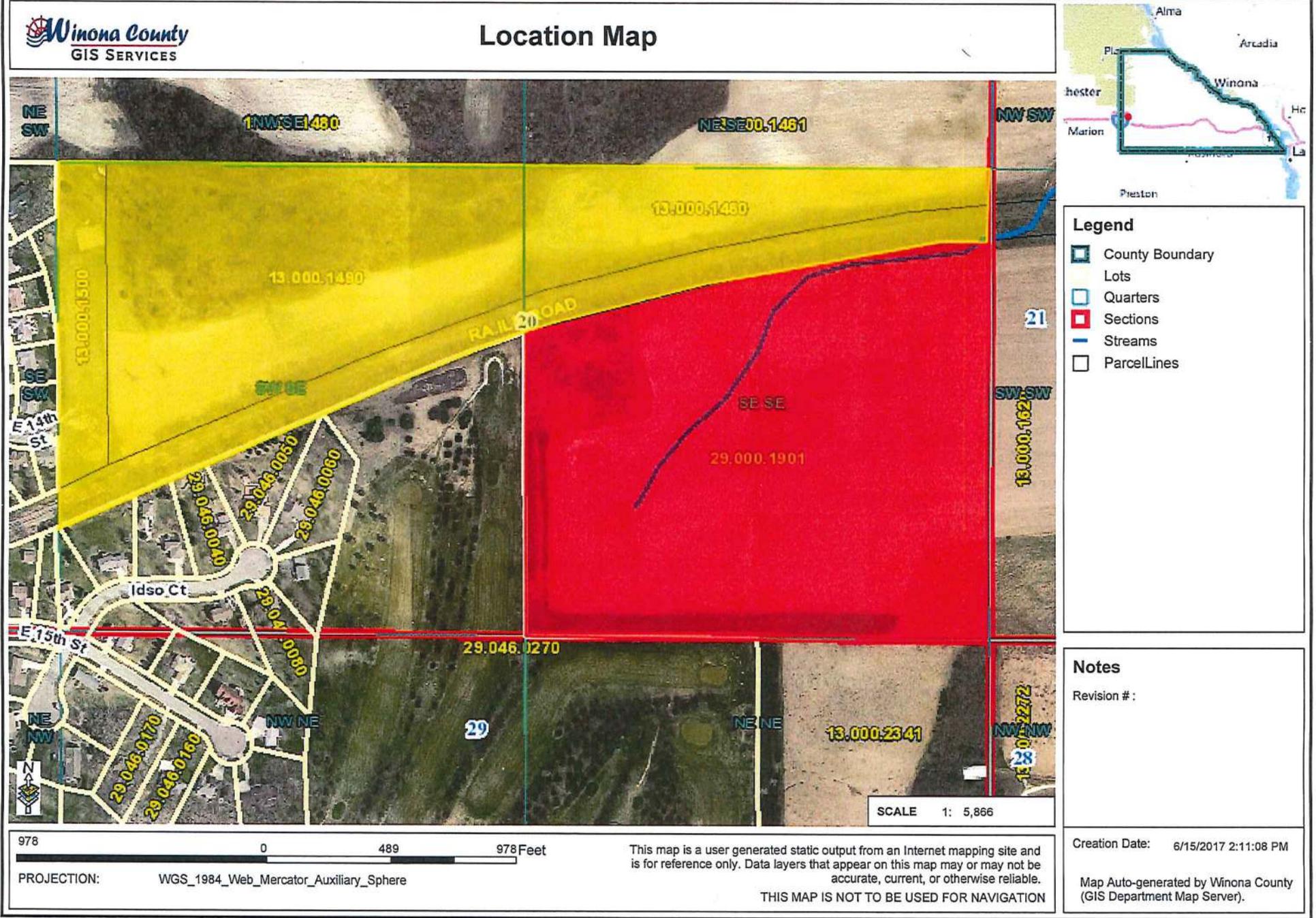
-  Municipalities
-  Winona Boundary
- Roads
 -  Other
 -  Interstate
 -  US/State Highway
 -  City Streets
 -  County Road
 -  Township Road
 -  Private Drive
 -  Parcel

Parcel ID	290600870	Alternate ID	n/a	Owner Address	OWENS,GREG
Sec/Twp/Rng	19-106-010	Class	201 - RESIDENTIAL		LISA WENDT
Property Address	360 ST CHARLES AVE	Acreage	n/a		360 ST CHARLES AVE
	ST CHARLES				ST CHARLES, MN 55972
District	SAINT CHARLES CITY				
Brief Tax Description	Sect-19 Twp-106 Range-010 ORIGINAL PLAT Lot-008 Block-020 & LOT 9				
	(Note: Not to be used on legal documents)				

Note: This map is created from data contained in Winona County GIS and is for reference purposes only. While significant effort has been invested to depict boundary extents as accurately as possible per existing records, this map should not be considered a replacement for professional land survey.

Date created: 4/19/2018
 Last Data Uploaded: 4/18/2018 8:57:24 PM

- Yellow should have annexed via 469261 - Red should still be in the township.



**JOINT RESOLUTION OF THE CITY OF ST. CHARLES AND THE TOWN OF ST. CHARLES
PURSUANT TO MINNESOTA STATUTES 414.0325, SUBDIVISION 1, DESIGNATING
CERTAIN UNINCORPORATED LAND AS IN NEED OF ORDERLY ANNEXATION,
CONFERRING JURISDICTION ON SAID LAND TO THE MINNESOTA PLANNING AGENCY
AND AGREEING TO IMMEDIATE ANNEXATION OF SAID LAND TO THE CITY OF ST.
CHARLES**

City of St. Charles Resolution No. 02-50

Town of St. Charles Resolution No. 02-02

WHEREAS, the City of St. Charles (City) and the Town of St. Charles (Township), Winona County, Minnesota, jointly agree to designate certain unincorporated land, as hereinafter described, as an area in need of orderly annexation to the City of St. Charles, and;

WHEREAS, it is deemed appropriate and in the best interest of both the City of St. Charles and the Town of St. Charles that the land shown on the map attached hereto as Exhibit A and legally described below in Paragraph 1, be immediately annexed to the City of St. Charles; and

WHEREAS, said land shown on Exhibit A and described below, adjoins the City of St. Charles, is urban or suburban in character, is proposed to be generally developed for residential purposes, and the City of St. Charles is capable of providing the services required by the area within a reasonable time, and;

WHEREAS, the City and Township agree that the immediate annexation of the area shown on Exhibit A legally described herein and all future annexations of lands within the remainder of the Township shall be accomplished in accordance with the terms, conditions and procedures contained in this Joint Resolution without the need for a contested hearing.

NOW THEREFORE, pursuant to Minnesota Statutes 414.0325, Subdivision 1, **BE IT JOINTLY RESOLVED** and agreed by the City Council of the City of St. Charles and the Board of Supervisors of the Town of St. Charles, Winona County, Minnesota, as follows:

1. That the following described land, including all streets, roads or alleys, if any, passing through or adjacent to said land, as shown on the map of the land attached hereto as Exhibit A and made part hereof, is properly subject to immediate orderly annexation under and pursuant to Minnesota Statutes 414.0325, Subdivision 1, and is hereby designated as in need of orderly annexation as provided by statute. The City of St. Charles shall verify the legal descriptions through a licensed surveyor. In the event that there are any problems with the legal descriptions provided below, the City and Township agree to make such corrections and file any additional documentation with the Minnesota Planning Agency as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution. The area designated for immediate annexation and shown on the map attached hereto as Exhibit A is legally described as follows:

Section 21, Township 106 North, Range 10 West bounded as follows:

On the north by the south line of the North 600.00 feet of the south 683.00 feet of the North Half of said Northwest Quarter of Section 21.

On the west by the west line of said Northwest Quarter of Section 21.

On the south by the by the center line of Minnesota Highway No. 14.

On the East by a line 1884.12 feet east of and parallel to said west line of the Northwest Quarter of Section 21.

This tract contains 39.22 acres of land and is subject to right-of-way in existing highway and road and subject to any and all easements of record.

Section 17, Township 106 North, Range 10 West bounded as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter, thence on an assumed bearing of North 00 degrees 31 minutes 02 seconds East along the east line of said Southeast Quarter of the Southeast Quarter 87.08 feet, thence North 89 degrees 28 minutes 58 seconds West 66.01 feet to a ½ inch inside diameter iron pipe with a plastic cap stamped RLS 2194G (IRON PIPE) and the point of beginning; thence continuing North 89 degrees 28 minutes 58 seconds West 200.00 feet to an IRON PIPE; thence North 00 degrees 31 minutes 02 seconds East 208.06 feet to an IRON PIPE; thence North 71 degrees 56 minutes 32 seconds West 233.61 feet to an IRON PIPE; thence North 73 degrees 47 minutes 41 seconds West 193.32 feet to an IRON PIPE; thence South 78 degrees 54 minutes 03 seconds West 147.93 feet to an IRON PIPE; thence North 21 degrees 30 minutes 09 seconds West 399.98 feet to an IRON PIPE; thence North 53 degrees 47 minutes 59 seconds East 345.05 feet to an IRON PIPE; thence South 64 degrees 55 minutes 28 seconds East 674.14 feet to an IRON PIPE; thence South 00 degrees 31 minutes 02 seconds West 445.84 feet to an IRON PIPE; thence South 89 degrees 28 minutes 58 seconds East 13.99 feet to an IRON PIPE; thence South 00 degrees 31 minutes 02 seconds West 152.03 feet to the point of beginning, containing 10.09 acres.

Section 20, Township 106 North, Range 10 West bounded as follows:

Commencing at the southwest corner of the Southwest Quarter of the Northeast Quarter; thence North along the west line of the Southwest Quarter of the Northeast Quarter 721.47 feet to the centerline of State Highway 14 and point of beginning, thence east along centerline 810 feet, north 300 feet, west 810 feet, and south 300 feet to the point of beginning, containing 5.58 acres.

Section 20, Township 106 North, Range 10 West bounded as follows:

All property lying north of the southerly railroad right-of-way in the South Half of the Southeast Quarter of Section 20, containing approximately 30 acres.

Section 20, Township 106 North, Range 10 West bounded as follows:

A strip of land in the Northeast Quarter of the Northeast Quarter of Section 20 and in the Southeast Quarter of the Southeast Quarter of Section 17, Township 106, Range 10, 33 feet wide by 1,540 feet long lying westerly of and adjacent to the present Town Road No. 44 and described particularly as follows:

Commencing 33 feet West of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 20, Township 106, Range 10; thence North 1,540 feet; thence West 33 feet; thence South 1,540 feet; thence East 33 feet to the point of beginning.

2. That jurisdiction is hereby conferred upon the Minnesota Planning Agency over the provisions contained in this Joint Resolution.
3. That upon order of the Minnesota Planning Agency the land described above, including all street, roads or alleys, if any, passing through or adjacent to said land as shown on the map of the land attached hereto as Exhibit A and made part hereof, shall be annexed to and become part of the corporate municipal limits of the City of St. Charles.

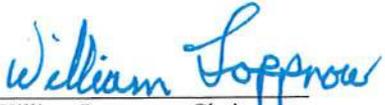
4. That the area of land to be annexed contains approximately 84.89 acres, and is proposed to be developed for commercial purposes.
5. That the population of the area to be annexed is six.
6. That the property taxes on the annexed land due and payable in 2002 shall be payable to the Town of St. Charles. Thereafter, property taxes on the annexed land shall be payable to the City of St. Charles.
7. Within the orderly annexation area, the parties agree to the reimbursement of property taxes lost to the Town of St. Charles as a result of the annexation. The reimbursement shall be made according to the following criteria:
 - For each of the next five years following an annexation as provided herein, the City shall make payments based on the Township's portion of the taxes paid on the parcel of property that were paid in regard to the annexed area in the last year that the property taxes from the annexed area were payable to the town.
 - The first year shall be 100 percent.
 - The second year shall be 90 percent.
 - The third year shall be 80 percent.
 - The fourth year shall be 70 percent.
 - And the fifth and final year shall be 60 percent.
 - At the City's discretion, it may make one payment equal to the total of the five annual payments.
8. This Joint Resolution provides for the orderly annexation of the land described herein and no consideration by the Minnesota Planning Agency is necessary, no alteration of the agreed upon boundaries is appropriate, all conditions for annexation have been stated in the Joint Resolution, and that the Minnesota Planning Agency may review and comment, but shall, within 30 days of receipt of the Joint Resolution, order the annexation in accordance with the terms and conditions contained in this Joint Resolution.
9. Future annexations for all lands within the Township shall proceed under the above procedures only if at least one of the following criteria is met:
 - a. Conditions of Minn. Stat. § 414.033, subdivisions 1, 2 and 2b are met;
 - b. Conditions of Minn. Stat. § 414.031 are met and city sewer and water are made available to the affected area in total within two years and affected individual property owners are given 30 day's mailed notice by certified mail and the City Council holds a public hearing;
 - c. Conditions of Minn Stat § 414.0335 are met and the township and affected individual property owners are given 30 day's mailed notice by certified mail and the City Council holds a public hearing.
10. For purposes of Paragraph 9 relating to future annexations in the Township, all remaining lands within the Township not legally described above in Paragraph 1 are designated for future orderly annexation in accordance with the terms and conditions contained in this Joint Resolution. The City and Township agree that upon the occurrence of a condition stated in paragraph 9, the City may adopt, after notice and a public hearing as provided herein, an annexation resolution legally describing an area to be annexed, and file the same along with a copy of this Joint Resolution with the Minnesota Planning Agency, or its successor, and annex the area in accordance with the procedures contained in Paragraph 8 above.
11. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota in effect on the date of execution of this Joint Resolution by the City and Township.

12. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township, executed and adopted by the City Council and the Township Board of Supervisors and filed with Minnesota Planning or its successor.
13. This Joint Resolution shall be in effect for a term of twenty (20) years from the date of execution, unless otherwise terminated earlier or extended by mutual written joint resolution of the City and Township. This Joint Resolution shall be filed by the City with the Minnesota Planning Municipal Boundary Adjustments Office after adoption by the parties.
14. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
15. The terms and conditions of this Joint Resolution, including the present and all future exhibits and attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
16. The City and Township agree as follows:
 - d. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - e. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.
 - f. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.
17. Any notices required under the provisions of this Joint Resolution to the Township or City shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

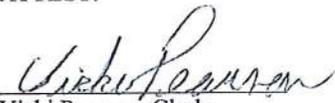
If to the City:	If to the Township:
Mr. William R. McCabe (or his successor) City Administrator 830 Whitewater Ave. St. Charles, MN 55972-1129	Vicki Pearson (or her successor) St. Charles Township Clerk RR 2, Box 221 St. Charles, MN 55972
18. That this Joint Resolution shall be effective upon approval and adoption by both the Town of St. Charles and the City Council of the City of St. Charles.

REC'D BY
MAB APR 04 2003

Adopted by the Board of Supervisors of the Town of St. Charles this 29 day of October, 2002.


William Loppnow, Chairperson

ATTEST:


Vicki Pearson, Clerk

Adopted by the City Council of the City of St. Charles this 12 day of November, 2002.


Arly Hamman, Mayor

ATTEST:


William R. McCabe, Administrator

**City of St. Charles
Resolution #16-2018**

**A Resolution Approving A
One-Day 3.2 Malt Liquor License**

WHEREAS, the St. Charles Borromeo Catholic Church is submitting an application to the City of St. Charles in order to sell 3.2 Malt Liquor at 1900 E. 6th Street on Saturday, May 19, 2018.

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

1. The Council of the City of St. Charles hereby approves the 3.2 Malt License submitted by the St. Charles Borromeo Catholic Church to the City of St. Charles.

Adopted by the Council of the City of St. Charles, Minnesota this 24th day of April, 2018.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator

**City of St. Charles
Resolution #17-2018**

**A Resolution Approving A
One-Day 3.2 Malt Liquor License**

WHEREAS, the St. Charles Public Library is submitting an application to the City of St. Charles in order to sell 3.2 Malt Liquor at 125 W. 11th Street on Saturday, May 12, 2018.

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

1. The Council of the City of St. Charles hereby approves the 3.2 Malt License submitted by the St. Charles Public Library to the City of St. Charles.

Adopted by the Council of the City of St. Charles, Minnesota this 12th day of May, 2018.

John Schaber, Mayor

Attest: _____
Nick Koverman, City Administrator