

Avon Township Supervisors Meeting – September 3, 2025

Tentative Agenda Packet

1. Call to order – 7:00 PM; Avon Township Hall, Queens Road, Avon (MN). Also, available via Zoom (*see footnote below*)
2. Pledge of Allegiance
3. Roll Call
4. Approval of agenda
5. Approval of minutes – August 13, 2025
6. Public Hearing: 7:15 PM – At Home Rentals. Donna Liveringhouse. Variance for a non-conforming garage at 17083 Upper Spunk Lake Road. Include discussion of culvert beneath garage
7. Public Comments
8. Planning Commission Report
 - a. Access Permit – At Homes Rentals; Donna Liveringhouse; 17083 Upper Spunk Lake Road
 - b. Town Hall Use
 - c. Anti-virus software
 - d. Website
9. Treasurer's Report – *Kelly Martini*
 - a. Approval of the Treasurer's Report & Cash Control Statement
 - b. Should the Town have a monetary reserve?
 - c.
10. Claims & Payroll – *Kelly Martini*
 - a. Approval of claims, receipts & payroll
 - b. MN Paid Leave & MN Earned Sick and Safe Time – implications for the township?
 - c.
11. Town Hall Report
 - a.
12. Road Report & Roadwork Update
 - a. Queens Road – update/finished?
 - b. Queens Road Bridge – confirm replaced missing post and delineator on NW corner of culvert; sign County document
 - c. Winter readiness – plows, drivers, salt sand mix
 - d. Pelican Lake Road – culvert update (seeding complete, etc.); 911 sign replacement
 - e. 185th Avenue – ditch slope update; Schmainda
 - f. Riley Court update – shoulders finished?
 - g. Crack-filling update
 - h. Road inspection – schedule?
 - i. 33054 154th Avenue; branch close to road – update
 - j.
13. Scheduled Business
 - a. Orderly Annexation Agreement – Report on Joint Planning Meeting; Decision on approval of new OAA agreement
 - b. 911 signs – approve new policy (*i.e.*, new signs \$150; replacement of existing sign and/or post free; who replaces – Town or resident?)
 - c. Fine Fee – sign agreements; Resolution 09-03-25-1
 - d. Culvert identification – newsletter, other?
 - e. CTAS – Online training available for Clerks & Treasurers; Sept 4, 2025; 4-6 PM

Note: All Town Meetings are available via Zoom at <https://us02web.zoom.us/j/8325486945>. Passcode: AvonTown. The Clerk may record the proceedings of this meeting to ensure accuracy of the minutes. The recording will be deleted upon completion of minutes and will not become public (Resolution 01-03-18).

- f. 2025 LRIP Solicitations – available Sept 16; project ideas? Info available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=38951256
 - g.
- 14. Other Business (*added at meeting*)
 - a.
 - b.
- 15. Reports
 - a.
- 16. Announcements
 - a. **Signs** (incl. 911) –
 - b. **Construction Site Permits** –
 - c. **Special Assessment Searches** – Hadrich (14475 Co Rd 159, Avon); Bettin (15726 Parkwood Circle); Angulski (19263 St. Anna Drive)
 - d. **Feedlot permits** – none
 - e. **County Hearings/Meeting** –
 - f. **Fire Department** (July 2025 calls) – **City:** Medical 4, Fire/Other 3; **Town:** Medical 5; Fire/Other 1; **Collegeville:** Medical 6, Fire/Other 0; **St. Wendel:** Medical 0, Fire/Other 0; **I-94:** 1.
 - g. Belgrade Coop – Pipeline Awareness magazine received; time to lock in pricing for 2025-6 heating season.
 - h.
- 17. Old Business – Culvert mapping project & County app; cold patch at Two Rivers & 190th; bump on 360th; 135th Avenue project with St. Wendel; Case to display old documents; Window treatments for Town Hall; Exterior sign for the Hall; Hiring HR / payroll company; Culvert Pelican Lake Road; Salt shed overhang/awning; Employee *Handbook* including earned sick time etc.; Pipeline Agreement; brush cutter rental for 2025; vacating Parkwood Court; Records to historical society; replace ditch mower; replace 2-ton truck
- 18. Signatures (*as necessary*)
 - a. Annual Bridge Inspection – deficiency fixed
- 19. Announcement of next meeting: October 1, 2025 at 7:00 PM
- 20. Other Upcoming Meetings/Events
 - a. MAT Legislative & Research Committee – Sept 12, Mankato
 - b. Planning Commission – September 24, 2025; 7:00 PM
 - c. District 742 School Board Election – November 11; 7 AM – 8 PM; Avon Town Hall
 - d. MAT Conference – Dec 11-13, St. Cloud Civic Center
 - e. Township Day at the Capitol – March 2, 2026
- 21. Adjournment

Minutes of the Meeting of the Avon Township Board of Supervisors

August 13, 2025

Avon Township Hall, 16881 Queens Road, Avon (MN)

Call to Order: Chad Klocker, called the meeting of the Avon Township Supervisors to order at 7:00 P.M. in the Main Chamber of the Avon Township Hall. This meeting, like other Town meetings, was also available virtually via Zoom at <https://us02web.zoom.us/j/8325486945>, Passcode: AvonTown.

Pledge: The Pledge of Allegiance was recited.

Roll Call: Present – Craig Blonigen, Marion Gondringer (*Acting Clerk*), Chad Klocker, Kelly Martini, and Bryan Rassier (*late arrival*). Absent: Stephen Saupe. There was a quorum. Also present – Paul Buttweiler, Casey Jansky, and Andrew Wensmann.

Approval of Agenda: Blonigen moved to approve the agenda as presented. Klocker second. Both in favor. Motion carried.

Minutes: Blonigen moved to approve the minutes from the July 2, 2025 meeting as presented. Klocker second. Both in favor. Motion carried.

Public Hearings: none.

Public Comments: There were no public comments.

Planning Commission (PC) Report – *presented by Andrew Wensmann, PC Chair.*

1. **Kevin Angulski – Certificate of Compliance** – Mr. Keven Angulski, 19467 St. Anna Drive, requested a Certificate of Compliance for a subdivision of his property into a 2-acre parcel with the existing home site and an 18-acre parcel. The PC recommends approval by a 3 to 1 vote. Klocker moved to approve a Certificate of Compliance for Kevin Angulski, 19467 St. Anna Drive, Avon. Blonigen second. Both in favor. Motion carried.
2. **Deb Angulski – Plat** – Ms. Deb Angulski (19263 St. Anna Drive, Avon; 03.00798.0000) requested approval of a preliminary plat for Angulski Addition. She proposes splitting her 31.8-acre parcel into a 3.2-acre parcel with the existing residence and the remainder of the property, which she plans to sell to her neighbor. The PC recommends approval by a three to one vote. Blonigen moved to approved the preliminary plat, Angulski Addition. Second by Klocker. Both in favor. Motion carried.
3. **Thell Certificate of Compliance** – Pamela & Daniel Thell, 18446 Co Rd 9, appeared at the PC meeting to request approval of a Certificate of Compliance to attach approximately 4 acres they will purchase from their neighbors to their property. The PC unanimously recommends approval. Motion by Blonigen to approve. Second by Klocker. Both in favor. Motion carried.
4. **Town Hall Use** – the PC discussed the current use policy and recommends that use of the Hall be allowed by township civic organizations, no alcohol, and with a nominal fee that could be waived on a case-by-case basis. Blonigen moved to approve use of the Hall by civic organizations. Klocker second. Both in favor. Motion carried. The PC was authorized to develop specific guidelines regarding a damage deposit, fees and use.

5. **Assorted** – the PC also discussed an assortment of topics, including updating the Road Plan and renewal of the Orderly Annexation Agreement.

Blonigen moved to approve the PC report. Klocker second. Both in favor. Motion carried. (*Rassier arrived shortly after this vote.*)

Treasurer's Report: The Treasurer provided the Cash Control statement from July 1, 2025 to July 31, 2025 (*appended below*) and read the Treasurer's report. Rassier moved to approve the Treasurer's report and Cash Control Statement. Blonigen second. All in favor. Motion carried.

For the Period : 7/1/2025 To 7/31/2025

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>
General Fund	\$268,390.20	\$20,887.99	\$9,824.68	\$279,453.51
Road and Bridge	\$570,369.50	\$62,133.05	\$21,663.66	\$610,838.89
Demolition Escrow - Maciejewski	\$0.00	\$0.00	\$0.00	\$0.00
Novel Solar Decommissioning Escro	\$0.00	\$0.00	\$0.00	\$0.00
Novel Vegetation Plan Escro	\$0.00	\$0.00	\$0.00	\$0.00
Road Damage Deposit	\$2,500.00	\$0.00	\$0.00	\$2,500.00
Fire Fund	\$21,786.50	\$24,698.18	\$0.00	\$46,484.68
General Capital Projects	\$3,105.33	\$822.63	\$0.00	\$3,927.96
ARPA Fund	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$866,151.53	\$108,541.85	\$31,488.34	\$943,205.04

Claims, Receipts & Payroll: The claims (4881-4900) totaled \$401,679.00. The disbursements (**Appendix 1**) and receipts (**Appendix 2**) registers are appended. The payroll approved by the Supervisors was \$2,940.90. The Stearns County settlement was received. Check 11501 was voided because another invoice was received from the same vendor, so the payments were combined. Check 11482 to Klocker was voided.

An invoice from MP Asphalt for crack-filling was recently received by email. Only cracks that were wide enough were filled. Some of the project is complete. Klocker moved to pay invoice for MP Asphalt for \$1250 for the infrared patching on 185th Avenue that is complete. Rassier second. All in favor. Motion carried.

Blonigen moved to accept the claims, receipts and payroll. Rassier second. All in favor. Motion carried.

Town Hall Report: Insulation in the shop has been completed. This should save money during heating season. Metal from the shop has been recycled. The pole saw has been repaired. Blonigen moved to accept the Town Hall report. Rassier second. All in favor. Motion carried.

Road Report:

1. **Queens Road** – Engineer Jeremy Mathiasen appeared at the meeting. Payment to Knife River has been processed. A few bump outs and areas damaged by motorists need to be addressed. Knife River can handle it, but it might look patchy. A few smaller spots especially on the road edge may need to be fixed. Knife River can fix. No road correction was needed. There was some discussion about granite shouldering and seeding. There is one area with limited shoulders – a “Soft Shoulder” or other sign could be installed.

Jansky commented that reclaimed asphalt would be his preferred shouldering material. Jansky replaced the missing post and delineator on the NW corner of the bridge culvert.

2. **Chipper sale / purchase** – this is still being discussed. A sale price is being researched. The current truck and chipper will be sold to pay for a new pickup truck.
3. **Roadway Specs** – Engineer Mathiasen has examined and will email his comments to the Clerk for updating.
4. **Winter Readiness** – There is a decent amount of salt sand remaining in the shed. Any new salt sand will be mixed with the existing. Klocker has contacted Huls which he said would be a good resource for salt sand. None will be ordered now because Klocker said that Huls can provide it during the winter as needed. Klocker will follow up to confirm this. There is a problem with the new plow not starting. Jansky worked on it and hopefully it is now okay.
5. **Peach Drive** – A complaint about grading was received. The road has been inspected and is felt to be in good shape. The area north of the Wobegon Trail could use grading in the fall before winter as there are some potholes. There is no plan or interest by the Supervisors to pave this road. Buttweiler has a three-point box blade that Jansky can try on the graveled roads to see if we should consider purchasing one.
6. **370th Road Washout** – repair completed.
7. **1st St. SE** – There was an inquiry from City to repair the Township portion. The Supervisors are not interested in fixing this road at this time. Xcel may put a substation in the corner lot.
8. **Char Avenue** – There was an inquiry from the City for assistance with repair. The City wants to upgrade and will probably be coming to ask for our help. The east side of road is Township.
9. **Blattner Pond** – Blonigan inspected and talked with the owner. There have been no further complaints; no action is needed.
10. **LRIP** – there will be a grant solicitation in the Fall. Klocker recommends requesting funds to finishing Queens Road in 2026. St. Anna Drive also needs milling and overlay. Blonigen will talk to Will Huston to see if he can assist in filling out the grant application.
11. **Culvert Mapping project** – Jansky is working on this project. Blonigen suggested asking residents to call and point out where culverts are on the roads near their properties. Asking for feedback from residents could go into a newsletter or a mailing.
12. **Mower** – A new mower that would be more appropriate for ditches will be looked at in the spring. Jansky will explore renting a brush cutter for the front of the skid loader. Blonigen will look into a brush hog.
13. **911 Signs** – Jansky fixed a couple of signs that were bent. The Supervisors agreed that the Township would replace any damaged signs.
14. **Pelican Lake Road** – the culvert project is complete.
15. **185th Avenue** – ditch slope issue discussed. Some areas need mowing and spraying.

16. **365th Road** – gravel was added; project completed.
17. **Sara Lane** – project completed.
18. **Riley Court** – Patch is complete. Jansky will finish shoulders.
19. **360th Street** – Hanson completed patch. Road still needs ditch brushing.
20. **White Pickup 2006** – update (brakes, etc.) Brakes not done yet. Discussed getting rid of crane; it's heavy, doesn't work for pulling posts etc, so jansky does not use it at all. Klocker thinks the truck is in fairly good shape as far as rust, and another winter may make it worse. Could try selling it with a reserve amount and see if it sells. It is estimated that the truck, crane, plow could bring \$10K, but \$8K is more likely. It would be ideal to find another truck (preferably newish F250 or 350, aluminum frame, fueled with gas) for approximately \$20K.
21. **Crack-filling** – will be completed by the end of next week.
22. **MAT petition against heavier truck weights** – Klocker supports this. Anyone who wants can sign.
23. **Assorted** – Brushing has been completed on 185th. Klocker suggested holding a fall road inspection. The Town will wait until spring before doing anything additional on 165th.

Business:

1. **Orderly Annexation Agreement (OAA)** – The Joint Planning Board has recommended approval of a slightly revised OAA. The Supervisors will examine at the next meeting.
2. **Anti-Virus Software** – is expired on all Township computers. Blonigen recommends holding off until a decision on the website is made.
3. **Updated Inventory & CLC Liability** – no changes needed.
4. **Flag** – Jansky is responsible for lowering/raising as necessary.

Other Business: none**Reports:****Announcements:**

1. **Signs** (incl. 911) – none required.
2. **Construction Site Permits** were issued to Maleska (15077 Co Rd 52; 32 x 62 house) and Girodat (33576 Shorewood Dr.; 10x34 deck).
3. **Special Assessment Searches** were done for Cox (PID's: 03.00818.0003 & 03.01363.0000) and Thul (33027 Co Rd 50).
4. **Feedlot permits** – none
5. **County Hearings/Meeting** – none pertinent

6. **Fire Department** (June 2025 calls) – **City:** Medical 8, Fire/Other 3; **Town:** Medical 4, Fire/Other 1; **Collegeville:** Medical 4, Fire/Other 0; **St. Wendel:** Medical 0, Fire/Other 0; **I-94:** 4.
7. The MAT Conference will be held Dec 11-13, at the St. Cloud Civic Center. Martini plans to attend this, and most of the MAT meetings in her role on the Officers Association.
8. The MAT District 5 Meeting will be held August 14 in Willmer.
9. The MAT Legislative & Research Committee Meeting is scheduled for Sept 12 in Mankato.
10. Xcel will install a new meter at Town Hall.
11. A notice was received regarding a potential safety hazard involving the parking brake of the tractor; it may not engage properly when activated. Use caution. A fix is being planned.
12. A call was received regarding a blocked culvert at 37473 Co Rd 9. The homeowner was advised to contact Stearns County.
13. A house at 36549 Pelican Lake Road was being rented out on a short-term basis. Stearns County sent a notice to the owner to immediately cease because the property was too small (minimum 26,400 sq ft) and had not received zoning approval and a lodging license.
14. Mississippi River-Sartell Watershed Collaborative kick-off event was July 30th. No one from the Town Board attended.

Old Business: Culvert mapping; 135th Avenue project with St. Wendel; Windows; Case to display old documents; Window treatments; Exterior sign for the Hall; hiring HR / payroll company; salt shed overhang/awning; culvert - Pelican Lake Road; CDL License changes; Employee *Handbook*, concrete sealing; *Employee Handbook* including earned sick time etc.; Pipeline Agreement.

Signatures / Documents / Treasurer: Documents were signed as necessary.

Announcement of Next Regular Supervisor Meeting: September 3; 7:00 PM.

Other Upcoming Meetings/Events: (available on Zoom at the URL above):

- a) MAT District 5 Meeting – August 14; Wilmar
- b) Planning Commission – August 27, 2025; 7:00 PM
- c) MAT Legislative & Research Committee – Sept 12, Mankato

Adjournment. Blonigen moved to adjourn the meeting at about 8:40 PM. Rassier second. All in favor. Motion carried. Meeting adjourned.

Respectfully submitted,
Stephen G. Saupe, Clerk

date: August 22, 2025

Supervisor Signatures:

date: _____

Craig Blonigen

Chad Klocker

Bryan Rassier

Appendix 1. Disbursement Register

Avon Township

Disbursements Register

8/12/2025

Fund Name: All Funds

Date Range: 07/01/2025 To 07/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
07/02/2025	Payroll Period Ending 06/30/2025	11460	July 2 Payperiod	N	Council/Town Board	100-41110-103-	\$ 131.02
	Total For Check	11460					\$ 131.02
07/02/2025	Payroll Period Ending 06/30/2025	11461	July 2 Payperiod	N	Treasurer	100-41510-103-	\$ 69.26
	Total For Check	11461					\$ 69.26
07/02/2025	Payroll Period Ending 06/30/2025	11462	July 2 Payperiod	N	Ice and Snow Removal	201-43125-103-	\$ 780.36
	Total For Check	11462					\$ 780.36
07/02/2025	Payroll Period Ending 06/30/2025	11463	July 2 Payperiod	N	Treasurer	100-41510-103-	\$ 358.13
	Total For Check	11463					\$ 358.13
07/02/2025	Payroll Period Ending 06/30/2025	11464	July 2 Payperiod	N	Clerk	100-41425-103-	\$ 393.07
	Total For Check	11464					\$ 393.07
07/02/2025	Payroll Period Ending 06/30/2025	11465	July 2 Payperiod	N	General Government Buildings and Plant	201-41940-103-	\$ 487.60
	Total For Check	11465					\$ 487.60
07/02/2025	Payroll Period Ending 06/30/2025	11466	July 2 Payperiod	N	Council/Town Board	100-41110-103-	\$ 69.26
	Total For Check	11466					\$ 69.26
07/02/2025	Payroll Period Ending 06/30/2025	11467	July 2 Payperiod	N	Council/Town Board	100-41110-103-	\$ 138.52
	Total For Check	11467					\$ 138.52
07/03/2025	Casey Jansky	11468	Diesel fuel, rags, spray paint, brake cleaner	N	General Government Buildings and Plant	201-41940-223-	\$ 65.56
	Total For Check	11468					\$ 65.56
07/03/2025	Albany Mutual Telephone	11469	Internet	N	Clerk	100-41425-325-	\$ 59.55
	Total For Check	11469					\$ 59.55
07/03/2025	MATIT	11470	Inv# 12039 CLC Policy # J0329CLC25	N	Insurance (LMCIT, MATIT, workers comp, etc)	100-41970-360-	\$ 6,415.00
	Total For Check	11470					\$ 6,415.00
07/03/2025	RINKE NOONAN	11471	Inv # 395558	N	Legal Services	100-41601-304-	\$ 1,439.50
	Total For Check	11471					\$ 1,439.50

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Fund Name: All Funds

Date Range: 07/01/2025 To 07/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
07/03/2025	Belgrade Coop	11472	Inv # 14980 Annual Tank Rent	N	General Government Buildings and Plant	100-41940-310-	\$ 21.51
Total For Check		11472					<u>\$ 21.51</u>
07/03/2025	STAR PUBLICATIONS, LLC	11473	Inv #233480	N	Council/Town Board	100-41110-351-	\$ 37.60
Total For Check		11473					<u>\$ 37.60</u>
07/03/2025	LANGE TRENCHING, INC	11474	Fixing Roads	N	Paved Streets	201-43121-300-	\$ 2,700.00
		11474				201-43121-300-	\$ 3,200.00
		11474				201-43121-300-	\$ 11,880.00
		11474			Unpaved Streets	201-43122-300-	\$ 660.00
Total For Check		11474					<u>\$ 18,440.00</u>
07/03/2025	MELROSE IMPLEMENT INC	11475	Inv# 393957,394232, 394394	N	Road and Bridge Equipment	201-43126-403-	\$ 277.16
		11475				201-43126-403-	\$ 451.11
		11475				201-43126-403-	\$ 451.11
Total For Check		11475					<u>\$ 1,179.38</u>
07/03/2025	POWERHOUSE OUTDOOR EQUIPMENT, INC.	11476	Inv #733391	N	General Government Buildings and Plant	201-41940-228-	\$ 14.33
Total For Check		11476					<u>\$ 14.33</u>
07/03/2025	THE STORE	11477	FUEL FOR TRUCKS	N	Road and Bridge Equipment	201-43126-212-	\$ 559.91
Total For Check		11477					<u>\$ 559.91</u>
07/03/2025	MAC's HARDWARE	11478	Inv# 951381/F	N	General Government Buildings and Plant	100-41940-228-	\$ 99.14
Total For Check		11478					<u>\$ 99.14</u>
07/03/2025	PERA	WD070220251	DCP & Coordinated Plans	N	Council/Town Board	100-41110-103-	\$ 15.00
		WD070220251			Clerk	100-41425-103-	\$ 45.00
		WD070220251			Treasurer	100-41510-103-	\$ 41.00
Total For Check		WD070220251					<u>\$ 101.00</u>
07/03/2025	INTERNAL REVENUE SERVICE	WD070220252	June taxes	N	Council/Town Board	100-41110-121-	\$ 65.10
		WD070220252				100-41110-122-	\$ 15.26
		WD070220252				100-41110-171-	\$ 40.00
		WD070220252			Clerk	100-41425-121-	\$ 115.94
		WD070220252				100-41425-122-	\$ 27.12
		WD070220252			Treasurer	100-41510-121-	\$ 69.44
		WD070220252				100-41510-122-	\$ 16.24
		WD070220252			Ice and Snow Removal	201-43125-121-	\$ 110.68
		WD070220252				201-43125-122-	\$ 25.84

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Fund Name: All Funds

Date Range: 07/01/2025 To 07/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
Total For Check		WD070220252					<u>\$ 485.62</u>
07/03/2025	XCEL ENERGY	WD070220253	electric bill	N	General Government Buildings and Plant	100-41940-380-	\$ 113.02
Total For Check		WD070220253					<u>\$ 113.02</u>
07/03/2025	AMERICAN HERITAGE	WD070220254	Overdraft charge	N	Other Financing Uses	100-49301-300-	\$ 30.00
Total For Check		WD070220254					<u>\$ 30.00</u>
Total For Selected Checks							<u>\$ 31,488.34</u>

Appendix 2. Receipts Register

Avon Township		Receipts Register							8/12/2025
Fund Name:		All Funds							
Date Range:		07/01/2025 To 07/31/2025							
Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total	
07/03/2025	Stearns County	1966	1st half 30% settlement	(07/03/2025) -	N	Current Ad Valorem Taxes	100-31010-	\$ 18,510.68	
						Mobile Home Tax	100-31030-	\$ 5.25	
						Solar Power	100-33450-	\$ 354.99	
						Interest Earning	100-36210-	\$ 20.30	
						Interest Earning	100-36210-	\$ 60.09	
						Current Ad Valorem Taxes	201-31010-	\$ 62,116.70	
						Mobile Home Tax	201-31030-	\$ 16.35	
						Current Ad Valorem Taxes	226-31010-	\$ 24,693.25	
						Mobile Home Tax	226-31030-	\$ 4.93	
						Current Ad Valorem Taxes	401-31010-	\$ 822.41	
						Mobile Home Tax	401-31030-	\$ 0.22	
								<u>\$ 106,605.17</u>	
07/10/2025	MN State	1967	Court Fines	(07/10/2025) -	N	Court Fines	100-35101-	\$ 179.98	
								<u>\$ 179.98</u>	
07/14/2025	Midcontinent	1968	Cable fee	(07/14/2025) -	N	Royalties	100-36220-	\$ 282.63	
								<u>\$ 282.63</u>	
07/18/2025	MN State	1969	State Aid	(07/18/2025) -	N	Local Government Aid	100-33401-	\$ 771.50	
								<u>\$ 771.50</u>	
07/31/2025	Stearns Co Abstract	1959	Special Assessment Search ck#21928 - Sowada	(07/31/2025) -	N	Assessment Searches	100-34107-	\$ 25.00	
								<u>\$ 25.00</u>	
07/31/2025	Home Town Title	1960	Special Assessment ck# 1008674 - Cox	(07/31/2025) -	N	Assessment Searches	100-34107-	\$ 25.00	
								<u>\$ 25.00</u>	
07/31/2025	Home Town Title	1961	Special Assessment ck# 1008700 - Cox	(07/31/2025) -	N	Assessment Searches	100-34107-	\$ 25.00	
								<u>\$ 25.00</u>	
07/31/2025	Kevin Angulski	1962	Cert. of Compliance - cash	(07/31/2025) -	N	Certificate of Compliance	100-32111-	\$ 25.00	
								<u>\$ 25.00</u>	
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Fund Name:		All Funds							
Date Range:		07/01/2025 To 07/31/2025							
Date	Remitter	Receipt #	Description	Deposit ID	Void	Account Name	F-A-P	Total	
07/31/2025	Daniel & Pamela Thell	1963	Cert. of Compliance ck# 1150	(07/31/2025) -	N	Certificate of Compliance	100-32111-	\$ 25.00	
								<u>\$ 25.00</u>	
07/31/2025	Magnifi	1964	MMR Interest	(07/31/2025) -	N	Interest Earning	100-36210-	\$ 25.14	
								<u>\$ 25.14</u>	
07/31/2025	American Heritage	1965	MMR Interest	(07/31/2025) -	N	Interest Earning	100-36210-	\$ 552.43	
								<u>\$ 552.43</u>	
Total for Selected Receipts								<u>\$ 108,541.85</u>	

**AVON TOWNSHIP
STEARNS COUNTY, MINNESOTA
16881 Queens Road, Avon MN 56310**

VARIANCE APPLICATION

Property Owner(s): Donna Liveringhouse (At Home Rentals LLC)
 Mailing Address: 401 Blattner Dr. Avon MN 56310
320 267-7171 Bryan Becker Bryan@tischlermn.com
 Phone: 612 227-2220 Donna email: donna.liveringhouse@gmail.com
 Parcel #: 03.01461.0000 Township 125 Range 030 Section 33
 Zoning District:

Property Address (if different than mailing address):

17083 Upper Spunk Lake Rd Avon, MN 56310

Legal Description: (full legal description required, i.e., copy of Deed)

Lot 10 Retzmann's re-subdivision

STAFF TO COMPLETE

Applicant requests variance from Section(s) 9.9.9.A(3) of Avon Township Ordinance(s) No(s) 6.
 The intended use that does not comply with the ordinance(s) is:

existing garage is non-compliant - built too close to road right-of-way

APPLICANT TO COMPLETE

State the reason for requesting a variance. Include an explanation of why the strict enforcement of the ordinance(s) will cause an unnecessary hardship, and/or why the strict conformity of the standards are unreasonable, impractical, or not feasible under the circumstances.

Existing garage that was on property when purchased.
Garage was built over 30 years ago. Garage is
69' from center line of existing road. Most surrounding
neighbor garages similar distance from road.

I hereby swear / affirm that the information supplied to Avon Township is accurate and true. I acknowledge that this application is rendered invalid and void should the Township determine that information supplied by me, the applicant, in applying for this variance, is inaccurate or untrue.

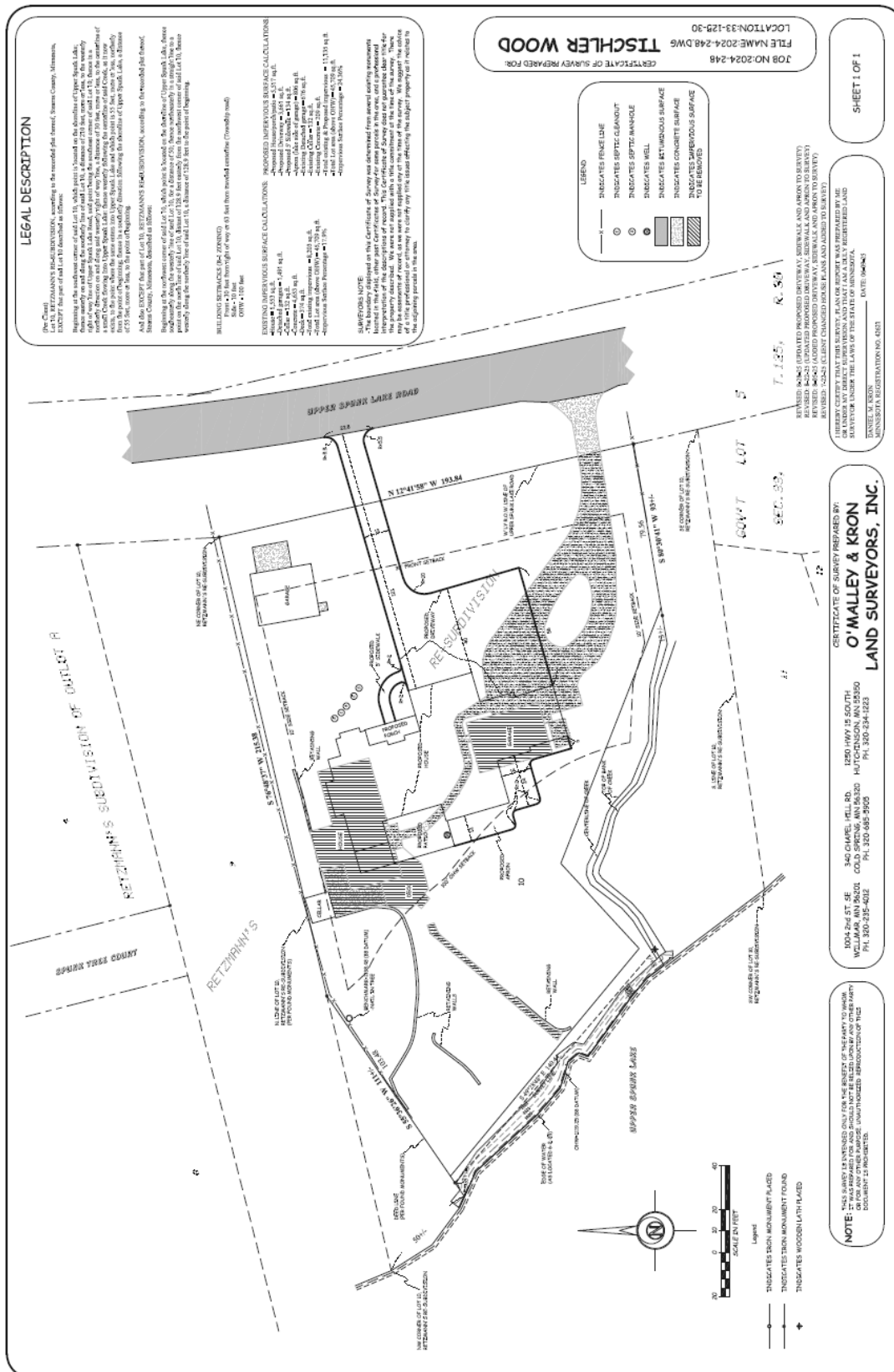
Signature: Donna Liveringhouse
 Property Owner

Dated: 8/27/25

Criteria for Granting a Variance Include:

1. No excessive burdens on existing parks, schools, streets, and other public facilities and utilities which serve or are proposed to serve the area.
2. Sufficiently compatible with or separated by distance or screening from adjacent agriculturally or residentially zoned or used land so that existing property will not be depreciated in value and there will be no deterrence to development of adjacent land.
3. The structure and site appearance will not have adverse effect upon adjacent properties.
4. Use is reasonably related to the existing land use.
5. Use is consistent with the purpose of Zoning Ordinance and Zoning District.
6. Use is not in conflict with the land use plan of the Township.
7. Use will not create traffic hazards or congestion.
8. Use is in harmony with the general purpose and intent of the applicable ordinances.
9. Use is consistent with the comprehensive plan.
10. Use is necessary to alleviate practical difficulties or particular *hardship resulting from strict enforcement of the applicable ordinance? A hardship means that the property cannot be put to reasonable use if forced to comply with the requirements of the applicable ordinance; the plight of the landowner is due to circumstances unique to the property and not created by the property owner or a previous owner; and the variance, if granted, will not alter the essential character of the locality.
11. Use does not involve only economic hardship.

Fee: (Non-Refundable): \$ 400Receipt No. 534461



Avon Township Planning Commission VARIANCE RECOMMENDATION

Stearns County
State of Minnesota
IN RE: Variance Request

Administrative Information

Donna Liveringhouse applied for a variance from Section(s) 9.9.9.A(3) of Avon Township Ordinance No 6. The intended use that does not comply with the ordinance(s) is:

Existing garage is non-compliant; it is too close to the road right-of-way.

Property Legal Description: *(appended)*

Parcel ID#: 03.01461.0000

Township 125 Range 030 Section 33

On August 28, 2025, the Planning Commission of Avon Township met and discussed this Variance request. Based on the application and evidence received, the Planning Commission makes the following recommendation.

FINDINGS OF FACT

1. The applicant is requesting a variance (see above)
2. The legal description of the property is as attached.
3. The property is currently zoned R1.
4. The Planning Commission has considered the situation.

RECOMMENDATION

The Planning Commission of Avon Township recommends to the Board of Supervisors of Avon Township that the application of Donna Liveringhouse (401 Blattner Drive, Avon) for a Variance for a non-compliant garage that is 10.5 closer to the road right-of-way than is currently permitted, at their property at 17083 Upper Spunk Lake Road, Avon, be:

 X Approved ~~Denied~~

The Planning Commission recommends that the approval be conditioned on the following stipulations: **none**

APPROVAL

 Avon Township PC Chair (*sign*)

 Avon Township PC Chair (*print*)

ATTEST

 Stephen Saupe, Clerk

 Date

Findings of Facts - Variances

Name of Applicant(s): Donna Liveringhouse

Date: September 3, 2025

Variance Request: Variance for a non-conforming garage at 17083 Upper Spunk Lake Road, Avon, MN

A variance may be granted only where the strict enforcement of township controls will result in unnecessary hardship. A determination that a "hardship" exists is based upon the consideration of the following criteria:

Findings	Supervisor Response (name; yes/no)					Summary (yes/no)
	CB	CK	BR			
Is the proposed use allowed in the zoning district in which the subject property is located? Yes/No						
Is the variance in harmony with the general purpose and intent of the applicable ordinance(s)? Yes/No						
Are terms of the variance consistent with the comprehensive plan? Yes/No						
<i>The variance may be granted to alleviate practical difficulties or particular hardship* resulting from strict enforcement of the applicable ordinance as determined by the following:</i>						
The property owner proposes to use the property in a reasonable manner? Yes/No						
The plight of the landowner is due to circumstances unique to the property and not created by the property owner or a previous owner? Yes/No						
The variance, if granted, will not alter the essential character of the locality? Yes/No						
The need for the variance involves more than economic hardship? Yes/No						

**AVON TOWNSHIP
VARIANCE DECISION**

**STATE OF MINNESOTA
COUNTY OF STEARNS
TOWNSHIP OF AVON**

FILE # 08-27-25-1

In the matter of: **Variance Request by Donna Liveringhouse**

A request for a Variance submitted by Donna Liveringhouse from **Section 9.9.9.A(3)** of **AVON TOWNSHIP LAND USE AND ZONING ORDINANCE NUMBER #6** for:

a non-conforming garage that is 10.5 feet closer to the road right-of-way than permitted by ordinance.

The above matter, regarding the request for a Variance for the following described parcel, was heard in a public hearing before the Avon Township Board of Supervisors on the 3rd day of September, 2025.

Legal Description: *(Exhibit A)*

Parcel I.D. #: 03.01461.0000

Township 125 Range 030 Section 33

Property address: 17083 Upper Spunk Lake Road, Avon, MN 56310

IT IS ORDERED that the Variance be denied / granted and subject to the following conditions:

APPROVAL

Chad Klocker, Avon Township Chair

ATTEST

Stephen Saupe, Clerk

Date

Avon Township Seal }

Drafted by:

Avon Township; 16881 Queens Road, Avon, MN 56310

May 2019

Exhibit A

Legal Description

Lot 10, RETZMANN'S RE-SUBDIVISION, according to the recorded plat thereof, Stearns County, Minnesota, EXCEPT that part of said Lot 10 described as follows:

Beginning at the southwest corner of said Lot 10, which point is located on the shoreline of Upper Spunk Lake; thence easterly on and along the southerly line of said Lot 10, a distance of 210 feet, more or less, to the westerly right of way line of Upper Spunk Lake Road, said point being the southeast corner of said Lot 10; thence in a northerly direction on and along said westerly right of way line, a distance of 30 feet, more or less, to the centerline of a small Creek flowing Into Upper Spunk Lake; thence westerly following the centerline of said Creek, as it now exists, to the point where the same enters into Upper Spunk Lake and which point is 55 feet, more or less, northerly from the point of beginning; thence in a southerly direction following the shoreline of Upper Spunk Lake, a distance of 55 feet, more or less, to the point of beginning.

And also EXCEPT that part of Lot 10, RETZMANN'S RE-SUBDIVISION, according to the recorded plat thereof, Stearns County, Minnesota, described as follows:

Beginning at the northwest corner of said Lot 10, which point is located on the shoreline of Upper Spunk Lake, thence southeasterly along the westerly line of said Lot 10, for a distance of 50; thence northeasterly in a straight line to a point on the north line of said Lot 10, distant of 128.9 feet easterly from the northwest corner of said Lot 10, thence westerly along the northerly line of said Lot 10, a distance of 128.9 feet to the point of beginning.

TOWNSHIP OF AVON NOTICE OF PUBLIC HEARING

Notice is hereby given that the Avon Township Planning Commission, County of Stearns, Minnesota, will conduct a public hearing on Wednesday, September 3rd, 2025 beginning at 7:15 PM in the Avon Township Hall (16881 Queens Road, Avon, MN), to consider an application submitted by At Home Rentals LLC, 9629 Via Lago Way Fort Myers Fl 33912, from Section 9.9.9.A(3) of Avon Township Ordinance #6. This variance, if approved, would allow on this property at 17083 Upper Spunk Lake Road, Avon, MN, a non-conforming garage that is closer to the center-of-the-road than is currently permitted.

All interested persons are invited to this hearing, at which time you may appear if you so desire, either in person or by agent, in opposition to, or in support of, the proposed changes. The hearing of this request is not limited to those receiving copies of this notice, and if you know of any neighbor or affected property owner, who for any reason has not received a copy, it would be appreciated if you would inform him/her of this public hearing. If you cannot attend this meeting, you may direct comments to the Avon Township Clerk.

The public is invited to attend. Avon Township meetings are handicap-accessible and available via Zoom (see website for login).

Stephen Saupe, Clerk
16881 Queens Road, Avon, MN 56310
Email: clerk@avontownship.org
Website: www.avontownship.org

Published in the *Star-Post* Wednesday August 20, 2025

SAUR FLORIAN
11117 WHISPERWOOD LN
NORTH BETHESDA MD 20852

HEINE WILLIAM C & JUDY
1480 COUNTY ROAD 30
EAGAN MN 55122-1854

CULLIGAN ROBERT E
17057 UPPER SPUNK
LAKE RD
AVON MN 56310

MARMAS BRENDA KAY
17073 UPPER SPUNK LAKE RD
AVON MN 56310

JUSTIN AARON M
17075 UPPER SPUNK LAKE RD
AVON MN 56310

SHAY MICHAEL J &
JUDITH M
17077 UPPER SPUNK LK
RD

SALOME A HEURUNG LIV TRUST
2141 INCA LN
NEW BRIGHTON MN 55111

THEISEN DESIGN & MFG INC
320 6TH AVE N
WAITE PARK MN 56387-1180

AVON MN 56310-9627
DEUEL DAVID A
32715 SPUNK TREE CT
AVON MN 56310

THIESCHAFER TYLER
32749 SPUNK TREE CT
AVON MN 56310

JANORSCHKE MARK
32791 SPUNK TREE CIR
AVON MN 56310

MOHS RICHARD A
32805 SPUNK TREE CIR
AVON MN 56310-9626

SADLOWSKY RONALD J & MARY M
32814 SPUNK TREE CIR
AVON MN 56310-9626

EGGERT JASON A
32836 SPUNK TREE CIR
AVON MN 56310

TERESA M HAAKONSON
REV TRUST
37574 145TH AVE
AVON MN 56310

PATRICIA J CELLA TRUST
7123 TUPA DR
EDINA MN 55439

M&M ANDERSON CABIN TRUST
7650 W 100TH ST
BLOOMINGTON MN 55438

AT HOME RENTALS LLC
9629 VIA LAGO WAY
FORT MYERS FL 33912

BOECKER CHRIS & KATIE
964 WATERS EDGE CIR
AVON MN 56310

SKAY SAMUEL W
PO BOX 113
AVON MN 56310

KRAUSERT JEFFREY P
PO BOX 271
AVON MN 56310

PATRICIA L KLEINART & GEORGE H
BAUER REV TRUST
PO BOX 281
AVON MN 56310

WEDL ROBERT F
PO BOX 438
AVON MN 56310

BLONIGAN MARY L
PO BOX 6
AVON MN 56310-0006

Steven Smith
16895 Co Rd 9
Avon MN 56310

Letters sent to addresses. Within 800feet of property (500 required)



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 Township of Avon 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:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590
Email Address:	Diane.Bartell@state.mn.us

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

Name: Janelle Kendall, County Attorney
 Address: 705 Courtroom Square, Room 448
 St Cloud, MN 56303
 Telephone: 320.656.3880
 Email Address: county.attorney@co.stearns.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.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

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 Township of Avon 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 263750, 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."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information 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: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 09-03-25-1**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE TOWNSHIP OF AVON ON BEHALF OF ITS PROSECUTING ATTORNEY**

WHEREAS, the Township of Avon on behalf of its Prosecuting Attorney 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 Township is eligible. The Joint Powers Agreement further provide the Township with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the Township to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of Avon, 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 Township of Avon on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the County Attorney, Janelle Kendall, 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 Township's connection to the systems and tools offered by the State.
3. That Chad Klocker, the Board Chair for the Township of Avon, and Stephen Saupe, the Township Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 3rd day of September, 2025.

TOWNSHIP OF AVON

By: Chad Klocker
Its Board Chair

ATTEST: _____
By: Stephen Saupe
Its Township Clerk

Township of Avon
16881 Queens Road, Avon, MN 56310

Policy for Use of the Town Hall

Organizations may use the Avon Township Hall for meetings and events when available. The organization must be represented by at least one Township resident who will serve as the organization's agent and will be responsible for cleanup and any damage. Township use takes precedence over any other use, and other uses may be cancelled if a Township meeting must be scheduled. All scheduling and approvals will be handled by the Township Clerk and a designated Supervisor. No use, which in the judgment of Township officials could cause damage to Township property or disruption of Township operations, is permitted. A usage fee and damage deposit are required, though they may be waived at the discretion of the Township.

Rules

Rules governing the use of the Township building facilities include, but are not necessarily limited to the following:

1. A fee of \$150 per day will be charged.
2. A damage deposit of \$200 is required. After inspection, if the Hall is clean and there is no damage, the deposit will be returned.
3. Social events and parties are not permitted.
4. Each organization using the facility is financially responsible for any damage caused to Township property, buildings, or the contents of buildings
5. After use, the building will be inspected to ensure that the building is returned to the condition in which it was found including:
 - a. Appropriate clean-up of tables, chairs, kitchen counters, appliances, and sinks
 - b. Return chairs and tables to their original locations
 - c. Removal of trash
 - d. Bathrooms neat, toilets checked (flushed, not running)
 - e. Vacuuming and sweeping
 - f. Lights are all turned off
 - g. Windows all closed and locked
 - h. Fire exit door closed tightly
 - i. Entrance door locked
 - j. Thermostats returned to 50 degrees in winter or 75 degrees in summer

6. The following are prohibited from use in the Town Hall: alcohol, tobacco products, candles, fireworks or other fire-generating products, weapons or firearms, and gambling.
7. Users will be held responsible for any damage to Township property. Willful violation of these rules will lead to the loss of the eligibility to use the facility.

(last update: August 2025)