



Trail to the Past. Road to the Future.

CITY COUNCIL MEETING
MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, February 24, 2025
6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Changes to Agenda

4. Consent Agenda

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- A. Regular City Council Meeting Minutes of January 27, 2025
- B. Accounts Payable (Warrant List) for 2.24.25
- C. County Commissioners Meeting Minutes 1.28.25
- D. Approval of Rental License Renewal for 715 7th Street West
- E. Resolution 2025-08 Accepting Donations to Mantorville Fire and Rescue, for AED Equipment from the MRA, Kasson Legion, and Berne Woodfired Pizza
- F. Resolution 2025-10 Accepting A Donation to City of Mantorville, for a Drinking Water Fountain at Mantor Field from the MRA

5. Proclamations, Presentations and Recognitions

6. Public Concerns

Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium and state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

7. Public Safety Update

8. Public Hearing – No Items

9. Old Business/New Business

- A. Koreen Seim
- B. Jacobsen Law Firm Agreements for 2025 **p. 29 - 65**
 - Resolution 2025-09 Approving State of MN Joint Powers Agreement with the City Mantorville on Behalf of Its City Attorney
 - State of MN Joint Powers Agreement
 - Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

10. Tabled Items

- A. Security Cameras for City Hall, City Shop, and Fire Department

B. Land Donation to the City

11. Reports

- A. Public Works Report
- B. City Clerk Report
- C. Consultant Report – *No report*
- D. Committee Reports
Chamber, EDA, Finance/Budget, Fire Department, Infrastructure, KM Joint Powers, MRA, Park Board, Personnel, Relief, Township, Decorations
- E. Councilmember Reports
- F. Mayor’s Report

12. Adjourn

<i>Upcoming Meetings and Events in Mantorville:</i>		
<i>March 4, 2025</i>	<i>6:15pm</i>	<i>Mantorville EDA Meeting</i>
<i>March 5, 2025</i>	<i>7:30pm</i>	<i>Mantorville Fire Dept Regular Meeting</i>
<i>March 10, 2025</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>March 13, 2025</i>	<i>6:30pm</i>	<i>MRA Mulligan Stew Fundraiser</i>
<i>March 24, 2025</i>	<i>6:30pm</i>	<i>Regular City Council Meeting</i>
<i>March 25, 2025</i>	<i>6:30pm</i>	<i>Parks and recreation Board Meeting</i>
<i>March 29, 2025</i>	<i>Morning-Afternoon</i>	<i>Dodge County Expo</i>
<i>A possible quorum may result as members of the City Council and other Boards may be in attendance at all meetings and community events in Mantorville</i>		



1. Call to Order

Mayor Ingalls called the meeting to order at 6:30 p.m.

Present: Mayor Jeff Ingalls

Councilmembers:

Lynnette Nash
Lyle Hoaglund
Jim Potter
Kim Boyum

Absent: None

Others Present: City Clerk-Treasurer Gretchen Lohrbach
Public Works Lead Joe Adams
Public Works Wade Schroeder
Deputy City Clerk Wendy Siewert

2. Pledge of Allegiance

Everyone stood and recited the Pledge of Allegiance.

3. Changes to the Agenda

City Clerk Lohrbach would like Council's approval to add the Harter's Garbage Removal License Renewal Application and the Rental Renewal License Application for 601 Monroe Street to the Consent Agenda for approval.

Councilmember Hoaglund Moved and Councilmember Potter seconded to approve these items to be added to the Consent Agenda:

Motion carried: 5 ayes / 0 nays

4. Consent Agenda

Motion was made by Councilmember Hoaglund and seconded by Councilmember Ingalls to approve the amended Consent Agenda, as presented:

- A. Accounts Payable (Warrant List) for 1.27.25
- B. Fire Dept. Member Meeting Minutes January 2025
- C. 2025 Garbage Hauler Permit Renewals
- D. County Commissioners Meeting Minutes 12.23.24
- E. Resolution 2025-05 Approving 508 Clay Street & 16 5th Street West Lot Line Rearrangement
- F. Approval of Rental License for 601 Monroe Court
- G. Approval of Garbage Hauler License renewal for Harter's Disposal

Motion carried: 5 ayes / 0 nays

5. Proclamations, Presentations and Recognitions

No Items

6. Public Concerns

No Items

7. Public Safety Update

- A. Deputy Chief JJ Williams addressed Council in place of Fire Chief Annabelle Hardwick.

He is requesting to change the Fire Department Meeting Schedule to be:

- 1st Wednesday of every month – Maintenance 6:00pm & Regular 7:30pm
- 2nd & 3rd Wednesdays – Training 6:30pm
- 1st Tuesday Prior to 1st Wednesday of every month – Officers Meeting 7:00pm

Councilmember Nash moved and Councilmember Boyum seconded:

Motion carried: 5 ayes / 0 nays

- B. JJ wanted to thank Councilmember Nash for her efforts to obtain donations for the Fire Department.
- C. The Fire Department also received a \$40,000 grant for Radios from the Minnesota Department of Public Safety.

Councilmember Potter moved and Councilmember Nash seconded to approve the grant monies that will be dispersed to the City:

Motion Carried: 5 ayes / 0 nays

8. Public Hearings

The purpose of the public hearing is to hear from the public, consider, and thereafter act on a proposed text amendment to the city's zoning regulations. The proposed amendment, Ordinance 2025-01 - An Ordinance Amending Title XI and Title XV of the Code of Ordinances Pertaining to Cannabis and Hemp Businesses, would establish certain zoning locations, regulations and limitations for various cannabis and hemp businesses within the city to an extent authorized under state law.

Motion was made by Councilmember Potter and seconded by Councilmember Hoaglund to open the public hearings at 6:38 pm.

Motion carried: 5 ayes / 0 nays.

Dodge County Public Health Representative Amy Evans was present to advise Council and give information on the Dodge County Cannabis Ordinance 24-01 Regulating Cannabis Businesses in Dodge County and the State Statutes regarding the new cannabis laws.

She reiterated that Mantorville cannot be more restrictive in their Ordinance than the State regarding setbacks and allowing potential sales in Mantorville.

Mayor Ingalls said that Mantorville can be restrictive, but not so much that a business is unable to locate here according to State Statute.

Motion was made by Councilmember Potter and seconded by Councilmember Hoaglund to close the public hearings at 7:22 pm.

Motion carried: 5 ayes / 0 nays.

Council returned to open session, discussed, and made motion on the following:

Councilmember Nash moved and Councilmember Potter seconded to table Ordinance 2025-01 until Council has a chance to gather some more information regarding City Zoning Ordinances and their clarity on this subject matter:

Motion Carried: 5 ayes / 0 nays

9. Old Business/New Business

A. City Councilmember Committee Assignments were agreed upon.

2025 City Council Committee Assignments

Member	Annexation	Budget	*Chamber	COG	Deputy Mayor	EDA	Finance	*Fire Department	Infrastructure	*Joint Powers	*MRA	Decorations	*Park Board	Personnel	Planning	Planning & Zoning	Storm Water	*Township	Waste Water		
Jim Potter	X									X			X					X	X	X	X
Lynette Nash			X	X		X		X					X		X	X	X	X			
Kim Boyum							X			X			X	X				X	X		X
Lyle Hoaglund				X					X	X			X		X			X			X
Jeff Ingalls	X	X			X		X	X				X				X	X	X			

X Primary Member
B Backup for Primary

ASSIGNMENT	DETAILS
DEPUTY MAYOR	Fills in for Mayor, as needed
CHAMBER OF COMMERCE	Meets first Wednesday of the month at the Welcome Center - 8:00 am
EDA (ECONOMIC DEVELOPMENT AUTHORITY)	Meets first Tuesday of the month in Council Chambers - 6:15 pm
FIRE DEPT GENERAL MEETING	Meets the 1st Wednesday of the Month in Fire Hall - Maintenance 6:00 pm; General Meeting 7:30 pm
KM PARK & REC JOINT POWERS BOARD	Meets quarterly
MRA (MANTORVILLE RESTORATION ASSN)	Meets second Tuesday of the month at Greek Revival Building - 7:00 pm
PARK BOARD	Meets last Tuesday of the month in Council Chambers - 6:30 pm ** March through November only **
TOWNSHIP REPRESENTATIVES	Mantorville Township meets the first Monday of each month - 6:30 pm, Mantorville Town Hall
	Milton Township meets the first Monday of each month - 7:00 pm, Milton Town Hall
	Wasioja Township meets the second Monday of each month - 1:00 pm (Dec-Mar); 7:00 pm (Apr-Nov), Wasioja Town Hall
COUNCIL OF GOVERNMENTS	Meets once every quarter - 7:00 am, County Seat Coffeehouse, or as scheduled
ALL OTHERS	Meets quarterly, no backup (K-M appointed by Superintendent)

B. The resident at 140 State HWY 57 was present to discuss the damage to his sewer laterals during a project the City contracted out to Ellingson Drainage back in the summer of 2019 or 2020, so the City’s warranty period has passed. Had he approached Council when the issue was first noticed, this might have been covered.

He had sent three invoices to the City and he estimates his invoices and labor to fix this issue come to roughly \$2,212.00.

Council advised him to get together a breakdown of his total costs and labor and to check with his insurance in case the issue would be covered by them. Then he could return to Council and discuss this issue in more detail.

C. Motion was made by Councilmember Nash and seconded by Councilmember Boyum to approve Resolution 2025-07, A Resolution Authorizing the Certification of Unpaid Charges to the Dodge County Auditor for a resident in the amount of \$875.41.

Motion Carried: 5 ayes / 0 nays

10. Tabled Items

A. Security cameras for City Hall, City Shop, and Fire Department.

No motion was made to pull this from the table.

11. Reports

A. Public Works Report

- 1) Public Works has been cutting down the dead ash trees on Goat Island at Riverside Park.
- 2) Public Works Lead Adams wants to be present when the sewer line damage for 140 State HWY 57 is discussed.
- 3) Brush pick-up will be the week after Mother's Day.
- 4) The new lawnmower has been purchased. The tires for the gator have not yet been ordered.

B. City Clerk Report

- 1) Councilmember Boyum and Councilmember Nash have completed the LBAE training for the meeting in April. If other Councilmembers would like to be trained, they must complete this by January 31st.
- 2) The City Attorney is available for Council Training on March 10th.
- 3) The fee schedule for 2025 does not require a Public Hearing because it will not be changed.
- 4) Clerk Lohrbach asked if Council had given more thought to the potential donation of property to the City discussed at the previous meeting. This piece of land is worth approximately \$2,700 on the tax rolls. Council instructed Lohrbach to have the City Attorney draw up papers for acceptance of the donation.
- 5) Lohrbach gave the Council information on the flow capacity for wastewater in the agreement with the City of Kasson.
- 6) Lohrbach reminded everyone of the informational meeting for the approved Pickleball Court to be constructed at Slingerland Park in the spring. It is Monday, February 10th at 6:30pm in Council Chambers.

C. Consultant Report

No report

D. Committee Reports

- 1) Chamber
 - The Annual Chamber Dinner went well. They have already had their first meeting about Christmastime activities for this year.
- 2) Economic Development Authority
- 3) Finance/Budget
- 4) Fire Department
- 5) Infrastructure

- 6) Kasson Mantorville Joint Powers
- 7) Mantorville Restoration Association
 - Clerk Lohrbach will draw up a resolution for the donation of AED costs from the MRA to the Fire Department.
- 8) Park Board
 - Next meeting is last Tuesday in March.
- 9) Personnel
- 10) Fire Relief
- 11) Township
- 12) Decorations
 - City Clerk Lohrbach will again check with Xcel Energy about the HWY 57b lights. Adams and Hoaglund will check hook-up before she calls. Laura Qualey will be bringing the new CEDA representative to City Hall Monday to meet staff.

E. Councilmember Reports

Councilmember Nash has been receiving positive input from residents about the approved Pickleball Court to be installed in Slingerland Park this spring.

Councilmember Potter has heard opposite opinions.

Councilmember Hoaglund looking into outdoor furnace systems burning wood and so did Clerk Lohrbach. It looks like these burners are allowed. Clerk Lohrbach will do more research when the permit application is submitted.

F. Mayor’s Report

12. Executive session

No Items

13. Adjourn

Motion was made by Councilmember Nash and seconded by Councilmember Potter to adjourn the meeting at 8:02 p.m.

Motion carried: 5 ayes / 0 nays. Meeting adjourned.

Approved: February 24, 2025.

Gretchen Lohrbach
City Clerk-Treasurer

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Payments

Current Period: February 2025

Payments Batch 022425PAY		\$28,771.52	
Refer	0 MINNESOTA ENERGY	-	
Cash Payment	E 101-41940-380 Utility Services	4016467-5 STREETS	\$783.52
Invoice	5341503267	2/24/2025	
Cash Payment	E 101-41940-380 Utility Services	4300149-4 STREETS	\$554.15
Invoice	5342083762	2/24/2025	
Cash Payment	E 101-41940-380 Utility Services	4028156-0 STREETS	\$371.70
Invoice	5342165620	2/24/2025	
Cash Payment	E 101-42200-380 Utility Services	4229566-7 FIRE DEPT	\$774.72
Invoice	5342371825	2/24/2025	
Cash Payment	E 602-49450-380 Utility Services	4299022-6 WWTP	\$392.73
Invoice	5342570343	2/24/2025	
Cash Payment	E 101-41940-380 Utility Services	5121503-6 NEW SHOP	\$0.00
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$2,876.82
Refer	0 LOHRBACH, GRETCHEN	-	
Cash Payment	E 101-41500-208 Training, Mileage	SEMLM Annual Mtg 2025	\$19.98
Invoice	11602960373	2/24/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$19.98
Refer	0 MINNESOTA DEPARTMENT OF HE	-	
Cash Payment	E 603-45183-210 Tax and Licensing	Campground Fees 2025	\$110.00
Invoice	MHP-12303-131	2/24/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$110.00
Refer	0 MANTORVILLE CHAMBER OF COM	-	
Cash Payment	E 101-46500-437 Other Miscellaneous	Annual Chamber Dues 2025	\$50.00
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$50.00
Refer	0 OLMSTED COUNTY PUB HEALTH	-	
Cash Payment	E 601-49400-300 Professional Srvs (GEN	Bacterial Analysis Feb 2025	\$135.00
Invoice	930	2/24/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$135.00
Refer	0 MENARDS - ROCHESTER NORTH	-	
Cash Payment	E 601-49400-220 Bldg.Repair and Mainten	Tubing & Hanger	\$24.69
Invoice	61386	2/24/2025	
Cash Payment	E 101-41940-228 Equip. Repair and Maint	Ice Melt, Cleaning Supplies, Picture Hangers	\$101.95
Invoice	61840	2/24/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$126.64
Refer	0 NAPA	-	
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	Fuel Pump	\$73.96
Invoice	497501	2/24/2025	
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	Wiper Blades	\$38.24
Invoice	497750	2/24/2025	
Cash Payment	E 101-43125-404 Repairs/Maint Machinery	Hose & Fittings	\$64.67
Invoice	497550	2/24/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$176.87
Refer	0 KENNEDY & GRAVEN, CHARTERE	-	

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Payments

Current Period: February 2025

Cash Payment	E 101-41600-304	Legal Fees	Legal Services for month of Jan 2025	\$4,381.00
Invoice	186282	2/24/2025		
Transaction Date	2/20/2025		MBT Bank Checking 10100	Total \$4,381.00
Refer	0	<i>DODGE COUNTY INDEPENDENT</i>	-	
Cash Payment	E 101-41110-352	Publishing	Pickleball Mtg 2.10.25	\$34.05
Invoice	18858	2/24/2025		
Transaction Date	2/20/2025		MBT Bank Checking 10100	Total \$34.05
Refer	0	<i>ONSITE COMPANIES</i>	-	
Cash Payment	E 101-41500-300	Professional Srvs (GEN	Service for February 2025	\$408.57
Invoice	CW98256	2/24/2025		
Cash Payment	E 601-49400-300	Professional Srvs (GEN	Service for February 2025	\$12.00
Invoice	CW98256	2/24/2025		
Cash Payment	E 101-41500-300	Professional Srvs (GEN	Remote Support	\$57.50
Invoice	CW98642	2/24/2025		
Transaction Date	2/20/2025		MBT Bank Checking 10100	Total \$478.07
Refer	0	<i>EXPRESS SERVICES INC</i>	-	
Cash Payment	E 101-41500-101	Salaries	Y2657 - City Clerk Payroll 2.9.25	\$427.34
Invoice	31946040	2/24/2025		
Cash Payment	E 603-45183-101	Salaries	Y2657 - City Clerk Payroll 2.9.25	\$284.90
Invoice	31946040	2/24/2025		
Cash Payment	E 601-49400-101	Salaries	Y2657 - City Clerk Payroll 2.9.25	\$356.13
Invoice	31946040	2/24/2025		
Cash Payment	E 602-49450-101	Salaries	Y2657 - City Clerk Payroll 2.9.25	\$356.13
Invoice	31946040	2/24/2025		
Transaction Date	2/20/2025		MBT Bank Checking 10100	Total \$1,424.50
Refer	0	<i>CMS - CONSTRUCTION MGMT. SE</i>	-	
Cash Payment	E 101-42400-300	Professional Srvs (GEN	Building Inspt. Jan 2025	\$287.55
Invoice	817-254968-1	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$287.55
Refer	0	<i>JACOBSEN LAW FIRM, P.A.</i>	-	
Cash Payment	E 101-41600-304	Legal Fees	January 2025 Services	\$897.00
Invoice	4523	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$897.00
Refer	0	<i>NCPERS GROUP LIFE INS.</i>	-	
Cash Payment	G 101-21711	Life Insurance Payable	March 2025 Coverage	\$16.00
Invoice	608900032025	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$16.00
Refer	0	<i>FRANDSEN BANK - ZUMBROTA</i>	-	
Cash Payment	E 312-47000-611	Bond Interest	2021A Plowtruck Portion	\$837.00
Invoice	136419	2/24/2025		
Cash Payment	E 601-49400-611	Bond Interest	2021 A Utility Portion	\$774.00
Invoice	136419	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$1,611.00
Refer	0	<i>EXPRESS SERVICES INC</i>	-	
Cash Payment	E 602-49450-101	Salaries	Y2657 - City Clerk Payroll for 2.16.25	\$362.23
Invoice	31973793	2/24/2025		

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Current Period: February 2025

Cash Payment	E 601-49400-101	Salaries	Y2657 - City Clerk Payroll for 2.16.25	\$362.23
Invoice	31973793	2/24/2025		
Cash Payment	E 101-41500-101	Salaries	Y2657 - City Clerk Payroll for 2.16.25	\$434.67
Invoice	31973793	2/24/2025		
Cash Payment	E 603-45183-101	Salaries	Y2657 - City Clerk Payroll for 2.16.25	\$289.79
Invoice	31973793	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$1,448.92
Refer	0	LINCOLN NATIONAL LIFE INSURAN	-	
Cash Payment	G 101-21711	Life Insurance Payable	March Coverage 2025	\$154.02
Invoice	1557985	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$154.02
Refer	0	DELTA DENTAL	-	
Cash Payment	G 101-21708	Dental Insurance	For March 2025	\$126.66
Invoice	RIS0006232956	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$126.66
Refer	0	WHKS & COMPANY	-	
Cash Payment	E 101-41950-303	Engineering Fees	Eagle Meadows Assistance	\$1,080.00
Invoice	53459	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$1,080.00
Refer	0	LEAGUE OF MINNESOTA CITIES	-	
Cash Payment	E 101-43100-229	Safety/OSHA	2025 Regional Safety Groups Training	\$668.25
Invoice	423730	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$668.25
Refer	0	MAXSON ELECTRIC	-	
Cash Payment	E 601-49400-220	Bldg.Repair and Mainten	2.11.2025: Repair Well #2	\$150.00
Invoice	7437	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$150.00
Refer	0	MN DEPT OF NATURAL RESOURC	Ck# 006402 2/24/2025	
Cash Payment	E 601-49400-210	Tax and Licensing	MPARS Permit Payment	\$326.62
Invoice				
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$326.62
Refer	0	MINNESOTA REVENUE	Ck# 006403 2/24/2025	
Cash Payment	G 101-21702	State Withholding	Withholding Tax	\$261.78
Invoice				
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$261.78
Refer	0	MINNESOTA REVENUE	Ck# 006413 2/24/2025	
Cash Payment	G 101-21702	State Withholding	Withholding Tax PR 04 2025	\$329.81
Invoice				
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$329.81
Refer	0	AMAZON	Ck# 006399 2/24/2025	
Cash Payment	E 101-45200-200	Supplies	Supplies: Dogipot Trash Liner Bags	\$71.30
Invoice	0860259	2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking 10100	Total \$71.30
Refer	0	AMAZON	Ck# 006400 2/24/2025	

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Payments

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Cash Payment	E 101-43100-240	Tools and Minor Equipm	Washer Pump		\$160.14
Invoice	5089064		2/24/2025		
Cash Payment	E 101-41500-200	Supplies	Printer Ink		\$7.99
Invoice	5089064		2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$168.13
Refer	0	AMAZON		Ck# 006401	2/24/2025
Cash Payment	E 101-41940-200	Supplies	Washing Brushes		\$29.09
Invoice	3751413		2/24/2025		
Cash Payment	E 101-43100-240	Tools and Minor Equipm	Washing Brushes		\$32.67
Invoice	3751413		2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$61.76
Refer	0	AMAZON		Ck# 006417	2/24/2025
Cash Payment	E 101-41500-200	Supplies	Binders & Dividers		\$103.94
Invoice	6059461		2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$103.94
Refer	0	INTERNAL REVENUE SERVICE		Ck# 006405	2/24/2025
Cash Payment	G 101-21703	FICA Tax Withholding	Federal Tax PR 3 2025		\$938.84
Invoice					
Cash Payment	G 101-21709	Medicare	Federal Tax PR 3 2025		\$219.58
Invoice					
Cash Payment	G 101-21701	Federal Withholding	Federal Tax PR 3 2025		\$703.35
Invoice					
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$1,861.77
Refer	0	INTERNAL REVENUE SERVICE		Ck# 006411	2/24/2025
Cash Payment	G 101-21703	FICA Tax Withholding	Federal Tax PR 04 2025		\$1,070.74
Invoice					
Cash Payment	G 101-21709	Medicare	Federal Tax PR 04 2025		\$250.42
Invoice					
Cash Payment	G 101-21701	Federal Withholding	Federal Tax PR 04 2025		\$894.61
Invoice					
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$2,215.77
Refer	0	MN PERA		Ck# 006406	2/24/2025
Cash Payment	G 101-21704	PERA	PR 3 2025		\$3.21
Invoice					
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$3.21
Refer	0	MN PERA		Ck# 006412	2/24/2025
Cash Payment	G 101-21704	PERA	PR 04 2025		\$1,309.92
Invoice					
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$1,309.92
Refer	0	WEX HEALTH, INC.		Ck# 006409	2/24/2025
Cash Payment	E 101-41500-300	Professional Srvs (GEN	Services for February 2025		\$8.25
Invoice	002105129-IN		2/24/2025		
Transaction Date	2/21/2025		MBT Bank Checking	10100	Total \$8.25
Refer	0	WEX HEALTH, INC.		Ck# 006414	2/24/2025
Cash Payment	G 101-21714	Health Savings Account	ER HSA PR 4 2025		\$184.62
Invoice					

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Payments

Current Period: February 2025

Cash Payment	G 101-21714 Health Savings Account	EE HSA PR 4 2025	\$90.00
Invoice			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$274.62
Refer	0 WEX HEALTH, INC.	Ck# 006410 2/24/2025	
Cash Payment	G 101-21714 Health Savings Account	ER HSA PR 3 2025	\$184.62
Invoice			
Cash Payment	G 101-21714 Health Savings Account	EE HSA PR 3 2025	\$90.00
Invoice			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$274.62
Refer	0 JOHN DEERE FINANCIAL	Ck# 006398 2/24/2025	
Cash Payment	E 101-45200-500 Capital Outlay	1st Lease Payment 2025 Z997R Diesel NA	\$5,077.58
Invoice			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$5,077.58
Refer	0 VISTA PRINT	Ck# 006404 2/24/2025	
Cash Payment	E 101-41110-352 Publishing	Mayor City info cards	\$33.26
Invoice VP_XR8FKB9X 2/24/2025			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$33.26
Refer	0 RESNEXUS	Ck# 006416 2/24/2025	
Cash Payment	E 603-45183-210 Tax and Licensing	Fees for January 2025	\$18.90
Invoice			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$18.90
Refer	0 RESNEXUS	Ck# 006415 2/24/2025	
Cash Payment	E 603-45183-210 Tax and Licensing	Fees for February 2025	\$50.25
Invoice 616975 2/24/2025			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$50.25
Refer	0 PAYMENT SERVICE NETWORK, IN	Ck# 006418 2/24/2025	
Cash Payment	E 601-49400-430 Miscellaneous	Mark Stevens NSF February Utility Payment	\$23.55
Invoice			
Cash Payment	E 602-49450-437 Other Miscellaneous	Mark Stevens NSF February Utility Payment	\$43.34
Invoice			
Cash Payment	E 601-49400-430 Miscellaneous	Mark Stevens NSF February Utility Payment	\$0.81
Invoice			
Transaction Date	2/21/2025	MBT Bank Checking 10100	Total \$67.70

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$23,861.22
312 GO EQPMT AND UTIL NOTE 2021A		\$837.00
601 WATER FUND		\$2,165.03
602 SEWER FUND		\$1,154.43
603 RV PARK		\$753.84
		<u>\$28,771.52</u>

Pre-Written Checks	\$12,519.19
Checks to be Generated by the Computer	\$16,252.33
Total	<u>\$28,771.52</u>

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Payments

Current Period: January 2025

Payments Batch 013125PAY		\$76,230.67	
Refer	0 <u>US POSTAL SERVICE</u>	Ck# 006391	1/31/2025
Cash Payment	E 101-41500-322 Postage	Water Bill Postage for Feb 2025	\$84.00
Invoice			
Cash Payment	E 601-49400-430 Miscellaneous	Water Bill Postage for Feb 2025	\$56.00
Invoice			
Cash Payment	E 602-49450-437 Other Miscellaneous	Water Bill Postage for Feb 2025	\$112.00
Invoice			
Cash Payment	E 604-43150-352 Publishing	Water Bill Postage for Feb 2025	\$28.00
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$280.00
Refer	0 <u>MINNESOTA REVENUE</u>	Ck# 006382	1/31/2025
Cash Payment	G 101-21702 State Withholding	PR 02 2025	\$284.47
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$284.47
Refer	0 <u>click send</u>	Ck# 006383	1/31/2025
Cash Payment	E 101-42200-321 Communications Phone/	FD Messages 1.30.25	\$100.00
Invoice	4125382639	1/31/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$100.00
Refer	0 <u>MN PERA</u>	Ck# 006380	1/31/2025
Cash Payment	G 101-21704 PERA	PR 02 2024	\$1,115.42
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$1,115.42
Refer	0 <u>MN MUNICIPAL UTILITIES ASSOC</u>		
Cash Payment	E 601-49400-433 Dues and Memberships	Membership Dues 2025	\$379.00
Invoice	65152	1/31/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$379.00
Refer	0 <u>RESNEXUS</u>	Ck# 006397	1/31/2025
Cash Payment	E 603-45183-210 Tax and Licensing	Fees for December 2024	\$79.95
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$79.95
Refer	0 <u>AMAZON</u>	Ck# 006395	1/31/2025
Cash Payment	E 101-41500-200 Supplies	Office Supplies: Postcards, Pens, Calculator Ink	\$41.03
Invoice	9567449	1/31/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$41.03
Refer	0 <u>AMAZON</u>	Ck# 006394	1/31/2025
Cash Payment	E 101-41500-570 Capital Outlay	Office Supplies: Ink Printing Calculator	\$61.52
Invoice	1212266	1/31/2025	
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$61.52
Refer	0 <u>NORTHLAND TRUST SERVICES, IN</u>	Ck# 006381	1/31/2025
Cash Payment	E 602-49450-601 Debt Srv Bond Principal	2024A January 2025 Payment	\$2,800.00
Invoice			
Cash Payment	E 601-49400-601 Debt Srv Bond Principal	2024A January 2025 Payment	\$23,200.00
Invoice			

MANTORVILLE, MN

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Payments

Current Period: January 2025

Cash Payment Invoice	E 604-43150-601	Debt Srv Bond Principal	2024A January 2025 Payment	\$14,000.00
Cash Payment Invoice	E 602-49450-611	Bond Interest	2024A January 2025 Payment	\$1,913.03
Cash Payment Invoice	E 601-49400-611	Bond Interest	2024A January 2025 Payment	\$15,850.76
Cash Payment Invoice	E 604-43150-611	Bond Interest	2024A January 2025 Payment	\$9,565.11
Cash Payment Invoice	E 314-47000-620	Fiscal Agent s Fees	2024A January 2025 Payment	\$495.00
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$67,823.90
Refer	0	WEX HEALTH, INC.	Ck# 006393 1/31/2025	
Cash Payment Invoice	G 101-21714	Health Savings Account	ER HSA PR 2 2025	\$184.62
Cash Payment Invoice	G 101-21714	Health Savings Account	EE HSA PR 2 2025	\$90.00
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$274.62
Refer	0	WEX HEALTH, INC.	Ck# 006392 1/31/2025	
Cash Payment Invoice	G 101-21714	Health Savings Account	ER HSA PR 1 2025	\$184.62
Cash Payment Invoice	G 101-21714	Health Savings Account	EE HAS PR 1 2025	\$90.00
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$274.62
Refer	0	INTERNAL REVENUE SERVICE	Ck# 006377 1/31/2025	
Cash Payment Invoice	G 101-21703	FICA Tax Withholding	Brad PR Sup 2025	\$33.12
Cash Payment Invoice	G 101-21709	Medicare	Brad PR Sup 2025	\$7.74
Cash Payment Invoice	G 101-21701	Federal Withholding	Brad PR Sup 2025	\$2.10
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$42.96
Refer	0	INTERNAL REVENUE SERVICE	Ck# 006378 1/31/2025	
Cash Payment Invoice	G 101-21703	FICA Tax Withholding	PR 02 2025	\$909.68
Cash Payment Invoice	G 101-21709	Medicare	PR 02 2025	\$212.76
Cash Payment Invoice	G 101-21701	Federal Withholding	PR 02 2025	\$737.37
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$1,859.81
Refer	0	INTERNAL REVENUE SERVICE	Ck# 006379 1/31/2025	
Cash Payment Invoice	G 101-21703	FICA Tax Withholding	PR Fire 2025	\$2,481.88
Cash Payment Invoice	G 101-21709	Medicare	PR Fire 2025	\$580.45
Cash Payment Invoice	G 101-21701	Federal Withholding	PR Fire 2025	\$0.01
Transaction Date	2/20/2025	MBT Bank Checking	10100	Total \$3,062.34

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Payments

Current Period: January 2025

Refer	0 <u>Blaine Town Inn & Suites</u>	Ck# 006396 1/31/2025	
Cash Payment	E 602-49450-208 Training, Mileage	Wade Training	\$87.79
Invoice			
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$87.79
Refer	0 <u>Image 360</u>	Ck# 006385 1/31/2025	
Cash Payment	E 101-41110-430 Miscellaneous	Mayor Service Plaque	\$204.63
Invoice E-17474	1/31/2025		
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$204.63
Refer	0 <u>AMAZON</u>	Ck# 006407 1/31/2025	
Cash Payment	E 602-49450-240 Tools and Minor Equipm	Supplies: Fire Hose	\$125.22
Invoice 3590611	1/31/2025		
Cash Payment	E 101-41500-208 Training, Mileage	Supplies: Notary seals, clips, envelopes, calendars	\$73.43
Invoice 3590611	1/31/2025		
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$198.65
Refer	0 <u>AMAZON</u>	Ck# 006408 1/31/2025	
Cash Payment	E 101-41940-220 Bldg.Repair and Mainten	Supplies: Caution Signs	\$59.96
Invoice 7775401	1/31/2025		
Transaction Date	2/20/2025	MBT Bank Checking 10100	Total \$59.96

Fund Summary

	10100 MBT Bank Checking	
101 GENERAL FUND		\$7,538.81
314 GO Series 2024A		\$495.00
601 WATER FUND		\$39,485.76
602 SEWER FUND		\$5,038.04
603 RV PARK		\$79.95
604 STORM SEWER FUND		\$23,593.11
		<hr/>
		\$76,230.67

Pre-Written Checks	\$75,851.67
Checks to be Generated by the Computer	\$379.00
Total	<hr/> \$76,230.67

**UNAPPROVED MINUTES OF THE
DODGE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING HELD
JANUARY 28, 2025**

Chair

Convene County Board Meeting

The Dodge County Commissioners met in regular session January 28, 2025, in the County Board Room at the Dodge County Government Services Building, Mantorville, MN, at 5:00 p.m. Chair Rhonda Toquam called the meeting to order at 5:01 p.m.

Attendee Name	Title	Status	Arrived
John Allen	District 1	Present	5:00 PM
Tim Tjosaas	District 2	Present	5:00 PM
Rodney Peterson	District 3	Present	5:00 PM
Rhonda Toquam	District 4	Present	5:00 PM
David Kenworthy	District 5	Present	5:00 PM

Pledge of Allegiance

The pledge of allegiance was recited.

Determine Quorum

The Chair acknowledged those and established there was a quorum.

Also present:

Jim Elmquist County Administrator
Becky Lubahn Deputy Clerk

Establish Agenda

Agenda Approved

Motion by Tjosaas seconded by Allen to approve and adopt the agenda as presented.

Motion Adopted [Unanimous]

Consent Agenda

Motion by Peterson seconded by Kenworthy to approve the following Consent Agenda items:

Motion Adopted [Unanimous]

- 1.1. Committee of the Whole - Committee Meeting - Jan 14, 2025 9:00 AM
- 1.2. Board of Commissioners - Regular Meeting - Jan 14, 2025 9:30 AM
- 1.3. Request to Correct December 23, 2024 Meeting Minutes - Dodge County Ordinance No. 24-01

1.4. Request to Approve 2025 Tobacco Retailer Licenses

Tobey Hicks, IT Director**2025 Midway Building Electronics**

Mr. Hicks informed the Board that he has all the actual numbers here to complete the A/V, internet, and cameras at The Midway. After a few informational meetings with the Committee of the Whole, they have come to a solution they feel will work with minimal costs compared to what they saw in the first run.

- . A/V: The IT Director obtained two quotes because this is the more expensive part of the system that IT doesn't specialize in. One quote is from Marco out of Rochester, and the other is from EPA which is in the Twin Cities. Marco's quote came in at \$29,530.52 and EPA's quote came in at \$27,618.30. The IT Director recommended that they go with Marco, even though it's a little bit more. Marco is closer to home, and Mr. Hicks believes the scope of work covers more in Marco's quote. Mr. Hicks noted EPA's quote might get more expensive with the cost of additional items like a lift. The IT Director also likes the quality of Samsung vs Sony displays.
- . Security Cameras and Network Rack: The Up-N-Runnings quote is for two cameras that are 270 degrees cameras which should capture all four sides of The Midway building. The quote will also include the two licenses needed to add the cameras onto our Milestone Camera Server. These cameras will need to be installed and wired back to a network rack that Up-N-Running would install for the county. This rack would also serve as our D-Marc for Metro E (Internet) connection. In addition, during the installation of the cameras, Up-N-Running will be mounting our two WAPs for wireless internet. Security cameras and a network rack will cost \$16,010.00.
- . Network Switch and WAPs: This would be purchased and configured by Dodge County IT. They are looking at two WAPS and one Ethernet Switch to cover the cameras and internet. The network switch and WAPs will cost \$ 3,800.00.
- . KMTelecom ETS (Metro E) Internet: KMTelecom has quoted IT \$255.07 per month for a connection that will be adequate for security and customer's needs via Wi-Fi at The Midway building. The breakdown of the costs for ETS is that if we are adding a new service, that the 5-year service contract prices drop for many of the other ETS connections in the county, and that cost comes in at \$255.07 for internet to be added at The Midway.

The total of this project will be \$49,595.59 if the Board goes with the IT Director's recommendations. Mr. Hicks is looking for Board approval on this so they can get started asap.

Commissioner Allen stated that he is still not in favor of the cameras at The Midway, he doesn't believe we need any cameras out there.

Mr. Allen was reminded of the recent vandalism that occurred on the fairgrounds. It was pointed out that in incidents like that, it would be helpful to have cameras at The Midway.

Motion by Peterson seconded by Tjosaas to approve and authorize the IT Director to move

forward with the audio/visual quote from Marco at a cost of approximately \$29,530.52, the quote from Up-N-Running for security cameras and network rack at a cost of approximately \$16,010, purchasing and configuring a networks switch and WAPs at a cost of approximately \$3,800, and purchasing internet from KMTelecom at a cost of approximately \$255.07 per month as recommended for The Midway. Also included in the motion was authorization for the IT Director to sign the necessary paperwork for these upgrades to The Midway.

Motion Adopted [4 to 1]

Kevin Venenga, Finance Director

Results of Tax Forfeiture Property Sale

Mr. Venenga reported that on December 12th, 2024, a public auction was held for the purpose of offering three tax forfeited properties that were currently held by Dodge County. At this auction, two of the three properties were successfully sold. The remaining property is located in Dodge Center. The property is of interest to the City of Dodge Center for a public purpose that meets statute. The Finance Director wanted to know if the Board would support this request from the City of Dodge Center.

The Board was in favor of the City of Dodge Center going through the proper process to begin acquiring this tax forfeited property.

Motion No Vote

Kevin Venenga, Finance Director

Bills Reviewed

Mr. Venenga reviewed bills with the Board.

Motion by Kenworthy seconded by Tjosaas to approve the bills as discussed in the following amounts from the appropriate funds as determined by Finance:

01 General Revenue Fund	\$ 147,158.52
13 Road and Bridge Fund	\$ 99,668.14
16 Environmental Quality	\$ 8,392.73
41 Ditch Fund	\$ 3,090.00
61 Nursing Home Fund	\$ 372.59
80 Agency Fund	\$ <u>11,950.00</u>
Total	\$ 270,631.98

Commissioner Peterson left the meeting at 5:19 p.m.

Motion Adopted [Unanimous]

Scott Rose, Sheriff

Out-of-State Training Request

Sheriff Rose and Captain Jeff Espinosa were available to discuss an out-of-state training request. Mr. Espinosa reported that he is requesting approval to send Deputy Shawn Dolsen to Philadelphia, PA February 23-28, 2025. This is required training to complete his Drug Recognition Expert (DRE) certification that is being paid for by the Minnesota Department of Public Safety. They will also be covering the cost of his flight and hotel. Sheriff Rose pointed out that this is the second DRE that the Dodge County Sheriff's Office will have. The DRE can determine if impairment is caused by alcohol, drugs, a combination of both, or a condition that may require medical attention while evaluating impaired drivers. This is specialized training that Deputy Dolsen was selected for by the Department of Public Safety and training that Sheriff Rose supports.

Motion by Kenworthy seconded by Allen to approve and authorize Deputy Dolsen to attend an out-of-state training session February 23-28, 2025 to Philadelphia, PA to obtain his Drug Recognition Expert Certification as requested. The cost of the training, flight and hotel will be covered by the Minnesota Department of Public Safety.

Motion Adopted [Unanimous]

Operations Captain Wage Adjustment

Sheriff Rose met with the Board to discuss adjusting the Operations Captain wage scale after the union contract settlement.

Commissioner Peterson returned to the meeting at 5:20 p.m.

Mr. Rose thanked the Board for their support of the Deputies during union contract negotiations. Sheriff Rose reported the Deputies really needed an increase and that show of support from the county. The increase was very well received and morale after negotiations are high. Mr. Rose stated together they can continue to work to make the Dodge County Sheriff's Office a great place for men and women to serve long term.

The Sheriff informed the Board that he has one wage adjustment that he needs their help with for 2025. Captain Jeff Espinosa supervises their Sergeants and patrol. Unfortunately, his wage has not kept up with union supervisor wages. Mr. Rose is requesting that the Captain be moved to step 2 during his January annual review. The Sheriff discussed the following with the Board:

Currently, the Senior Night Sergeant hourly pay is \$0.83 cents more than Captain.

Night Sergeant at top pay - \$50.96/hr (responsible for a staff of 5).

Their supervisor - Captain Espinosa - \$50.13/hr (step 4 - responsible for all 5 Sergeants and 24 Deputies).

Currently the Senior Day Sergeant hourly pay is \$0.17 cents less than the Captain.

Day Sergeant at top pay - \$49.96/hour (responsible for staff of 3).

Their supervisor - Captain Espinosa - \$50.13/hr (step 4 - responsible for all 5 sergeants and 24

deputies).

Sheriff Rose discussed with the Board a proposed change to the Captain's wages and what the impact of the adjustments would be.

Senior Night Sergeant hourly is \$2.17 cents less than Captain (+4.2%) Night Sergeant at top pay - \$50.96/hr (responsible for a staff of 5).

Their supervisor - Captain Espinosa - \$53.19/hr (step 2 - responsible for all 5 Sergeants and 24 Deputies).

Senior Day Sergeant hourly is \$3.23 cents less than Captain (+6%) Day Sergeant at top pay - \$49.96/hour (responsible for staff of 3).

Their supervisor - Captain Espinosa - \$53.19/hr (step 2 - responsible for all 5 Sergeants and 24 Deputies).

Captain Espinosa's direct supervisor is Chief Deputy Ryer Anderson. This step increase will separate the two positions by approximately 9%, much more in-line where the two should be based on their responsibilities and based on the wages of those they supervise.

Commissioner Peterson wanted to know what Lisa Hager thinks of this request.

Mr. Elmquist informed the Board that the Employee Relations Director has seen this, and noted Nichole Farnsworth was present to answer questions about the request if needed.

Sheriff Rose reported that Lisa Hager was sent this information before the request even came to the County Board for consideration, so she is aware of the proposed wage adjustment request.

Motion by Tjosaas seconded by Kenworthy to approve and authorize two step increases for the Captain's position to get the wage separation in line as requested.

Motion Adopted [Unanimous]

Nichole Farnsworth, Employee Relations Assistant

Personnel Agenda Reviewed

Ms. Farnsworth presented the Personnel Agenda for the Board's consideration.

Motion by Kenworthy seconded by Tjosaas to approve the following personnel actions:

A. Land Records

- A.1 McKenzie Finn - Deputy Recorder
Step increase from B22 step 5 \$24.57 to B22 step 4 \$25.31.
Effective Date: 1/17/25

B. Highway

- B.1 Jeremy Hellevik - Equipment Operator

Step increase from B23 step 4 \$29.54 to B23 step 5 \$30.28.

Effective Date: 2/1/25

C. Public Health

C.1 Part-time Public Health staff review of FTE status. The following changes need to be made according to average hours worked. The next audit will be 7/2025.

Deb Harlow - Public Health Lead

Decrease FTE from .85 to .80 FTE.

Effective Date: 1/1/25

D. Sheriff's Office

D.1 Part-time Sheriff's Office staff review of FTE status. The following changes need to be made according to average hours worked. The next audit will be 7/2025.

Michael Weaver - Courthouse Deputy

Increase FTE from .35 to .45 FTE.

Ken Schuck - Courthouse Deputy

Decrease FTE from .45 to .35 FTE.

Bob Morris - Deputy Sheriff

Decrease FTE from .50 to .40 FTE.

Effective Date: 1/1/25

E. Administration

E.1 Sarah Johnson - Account Technician

Step increase from B23 step 5 \$27.11 to B23 step 4 \$27.78.

Effective Date: 10/27/24

Motion Adopted [Unanimous]

Paul Kiltinen, County Attorney

Legal Update

Mr. Kiltinen was not available to provided a legal update.

Motion No Vote

Public Health Committee Report - Commissioner David Kenworthy

Commissioner Kenworthy presented a summary of the Public Health Committee report and action items.

- . Provided an update on OCM and cannabis legislative update.
- . Started transition of PCA clients to MNPrarie. Complete transition will occur on 3/1/2025.
- . Public Health Emergency Preparedness Calendars have been distributed throughout the cities for some of the businesses to hand out to residents.
- . Tobacco applicant information was provided to the Sheriff's Office on January 22, 2025 to start background checks on 3 remaining licenses. If the checks are good, then these will be presented to the board on February 11, 2025.

Motion No Vote

Public Works Committee Report - Commissioner Rodney Peterson

Commissioner Peterson presented a summary of the Public Works Committee report and action items.

Renovation ReUse - Insulation

In October 2024 the Dodge County Board approved Lauren Cornelius, Director of Environmental Services, the responsibility for signing the Statewide Sustainable Building and Materials Grant Agreement on behalf of Dodge County. That agreement has been signed as of December 2024. Included in the Board packet were the quotes received from Duke Rental for the rental of a scissor lift; Cleary Quote for the liner, insulation and gutter; and Big Sky Builders for the liner, insulation and gutter.

Motion by Peterson seconded by Allen to approve and authorize the Director of Environmental Services the ability to sign documents in order to move forward with renting a scissor lift from Duke Rental at a cost of approximately \$797.80 and Big Sky Builders' proposal to install the liner, insulation and gutter for the Renovation ReUse Building at a cost of approximately \$38,562.56 as requested.

Motion Adopted [Unanimous]

Administration Committee Report - Commissioner Rhonda Toquam

Commissioner Toquam presented a summary of the Administration Committee report and action items.

Commissioners provided their agency reports. Commissioner Allen attended a Soil & Water meeting. Commissioner Kenworthy attended an EMS Work Group meeting, a City of Dodge Center meeting, a Fair Board meeting, a Fairview Care Center meeting, a Public Health meeting and a Committee of the Whole meeting. Commissioner Peterson attended a SEMMCHRA meeting, a NACo Veteran Affairs Committee meeting, a Mental Health Council Sub-Committee meeting, a MNPrairie Board meeting, NACo HSE Leadership Committee meeting, a meeting with the County Administrator at the Courthouse, a Dodge County Vets Court meeting and a Fairview Care Center meeting. Commissioner Tjosaas attended a MNPrairie meeting, a SCHRC/Spero meeting, a Parks & Trails meeting, a Fairview Care Center meeting and a Public Health meeting. Commissioner Toquam attended a SEMMCHRA meeting, a Spero meeting, a Fairview Care Center meeting and a Board meeting.

Motion No Vote

There were no Other Deferred Business items to discuss.

Motion No Vote

Adjourn**Meeting Adjourned**

Motion by Allen seconded by Tjosaas to adjourn the meeting at 5:45 p.m.

The next regular meeting of the Dodge County Board of Commissioners will be held on February 11, 2025 at 9:30 a.m.

Motion Adopted [Unanimous]



Trail to the Past. Road to the Future.

Memorandum

To: Mayor and City Council

From: Gretchen Lohrbach

Date: February 24, 2025

Re: Rental License Renewal

The following property owner has completed the required paperwork and paid for their renewal per City Ordinance.

I recommend that the City Council approve the following rental license renewal submitted for 2025:

715 7th Street West

Daryl Smith

CITY OF MANTORVILLE

21 5th Street E • P.O. Box 188 | Mantorville, MN 55955 | p: 507.635.5170
email: cityofmant@kmtel.com | www.mantorville.com

On the National Register of Historical Places Est. 1854

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2025-08

**A RESOLUTION ACCEPTING DONATIONS TO MANTORVILLE FIRE AND
RESCUE**

WHEREAS, the following organizations have donated to Mantorville Fire and Rescue:

Donated By	Amount
Mantorville Restoration Association	\$1,000
Kasson American Legion	\$1,000
Berne Woodfired Pizza	\$750

AND WHEREAS, these donations were specifically provided for the purchase of AED equipment; and

WHEREAS, the Mayor and City Council acknowledge the generosity of these organizations and extend appreciation on behalf of the City of Mantorville for their generous donations.

NOW THEREFORE BE IT RESOLVED, that the Mantorville Mayor and City Council accept these donations on behalf of Mantorville Fire and Rescue and authorize City Staff to expend these funds in the manner described therein.

Adopted by the City Council of the City of Mantorville, Minnesota, this 24th day of February 2025.

ATTEST:

Jeff Ingalls
Mayor

Gretchen Lohrbach
City Clerk-Treasurer

**CITY OF MANTORVILLE
DODGE COUNTY, MINNESOTA**

RESOLUTION 2025-10

**A RESOLUTION ACCEPTING A DONATION
TO THE CITY OF MANTORVILLE**

WHEREAS, the below listed organization has generously donated to the City of Mantorville:

The Mantorville Restoration Association has generously donated a drinking water fountain to the City of Mantorville to be used at Mantor Field. This is a value of \$6,000 to the City.

NOW THEREFORE BE IT RESOLVED, that Mayor and the Mantorville City Council accept this donation and express their sincere appreciation and thanks on behalf of the City of Mantorville.

Adopted by the City Council of the City of Mantorville, Minnesota, this 24th day of February 2025.

ATTEST:

Jeffrey Ingalls
Mayor

Gretchen Lohrbach
City Clerk-Treasurer



Trail to the Past. Road to the Future.

City Council Memo

To: Mayor and City Council
From: Gretchen Lohrbach
Date: February 24, 2025
Re: Agreements to be signed for Jacobsen Law

The following pages are the agreements that must be signed with Jacobsen Law for the BCA.

Examples of the 2020 agreements are also included.

Email is as follows:

Hi Gretchen,

Hope all is well in Mantorville. Below is the email from the BCA with drafts of the agreements needed for signature by the City of Mantorville and a sample resolution. I'm also attaching the current (2020) versions for your reference.

Please let me know if you need anything or have any questions. Please feel free to send back the signed documents and I can send to Karen.

Thanks,

David

Dear Attorney Jacobsen,

It is time to renew your Master Joint Powers Agreement (JPA) and Court Services Amendment, as they are expiring soon. The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA's criminal justice data communications network (CJDN).

Attached please find the renewal JPA and Court Amendment documents. Also attached is a draft Resolution, in case that's helpful to you.

Here's what we need from you:

- The city council's resolution approving the JPA.

- The JPA with appropriate signatures.
- The Court Amendment with appropriate signatures.
- For statutory cities, the mayor and city clerk must sign the attached agreement (Minn. Stat. §412.201).

Please return all documents via scan/email

Thank you!

KAREN A. ROATCH | PROFESSIONAL SERVICES DIVISION

RESOLUTION NO. 2025-09

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MANTORVILLE ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of Mantorville, 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 City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mantorville, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mantorville on behalf of its Prosecuting Attorney, are hereby approved.
2. That the Mayor, Jeffrey Ingalls, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Jeffrey Ingalls, the Mayor for the City of Mantorville, and Gretchen Lohrbach, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 24th day of February, 2025.

CITY OF MANTORVILLE

By: Jeffrey Ingalls
Mayor

ATTEST: _____
By: Gretchen Lohrbach
City Clerk-Treasurer



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Mantorville 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. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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: David Jacobsen, Attorney
Address: 158 Water St N, Ste 1
PO Box 27
Northfield, MN 55057
Telephone: 507.786.9090
Email Address: david@jacobsen-law.com

5 Assignment, Amendments, Waiver, and Agreement Complete

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

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

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

9 Investigation of Alleged Violations; Sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

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

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

1. GOVERNMENTAL UNIT

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 City of Mantorville 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 263732, 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: _____

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

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION 2020-06

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MANTORVILLE ON BEHALF OF ITS CITY ATTORNEY AND THE DODGE COUNTY SHERIFF'S OFFICE

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mantorville, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Mantorville on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Dodge County Sheriff, Scott Rose, or his or her successor, is designated the Authorized Representative for the Sheriff's Office. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Deputy, Mike Leonhardt is appointed as the Authorized Representative's designee.

3. That the Attorney/Partner, David W. Jacobsen, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.


To assist the Authorized Representative with the administration of the agreement, David W. Jacobsen is appointed as the Authorized Representative's designee.

4. That Chuck Bradford, the Mayor for the City of Mantorville, and Camille Reber, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 24TH day of February, 2020.

CITY OF MANTORVILLE


By: Chuck Bradford
Its Mayor

ATTEST: 
By: Camille C. Reber
Its City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Mantorville on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those 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 authorized agencies in Minnesota. The Agency 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 agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency 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 Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency 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 Agency use Agency'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 Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency 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 Agency'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, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency 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 Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency 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. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency 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 Agency resources. To assist Agency 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://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency 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. Agency 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. Agency 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 Agency 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 a city 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 Agency conducted a particular transaction.

If Agency 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 Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. 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 Agency if the Agency 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 Agency 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 Agency'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 Agency 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 Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency 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 Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is David Jacobsen, City Attorney, 1500 Clinton Lane, Suite 105, Post Office Box 27, Northfield, MN 55057, (507) 786-9090, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract 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 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. 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, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency'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 Agency'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 Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency 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 Agency. The Agency 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 Agency 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 Agency or the BCA.

8.2 Court Records. If Agency 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 (see section 13.90) 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 Agency 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 Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency 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 Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency 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 Agency's 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, Agency 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. Agency 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 Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency 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 Agency'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 Agency. 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 Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency 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 Agency 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 Agency 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.

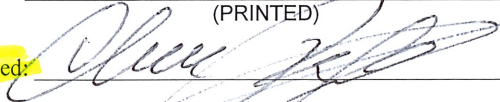
12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: CHUCK BRADFORD
(PRINTED)

Signed: 

Title: Mayor
(with delegated authority)

Date: 2/24/2020

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

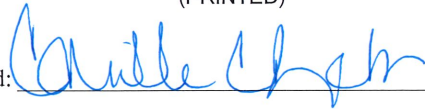
Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: Camille C. Heber
(PRINTED)

Signed: 

Title: City Clerk-Treasurer
(with delegated authority)

Date: 2/24/2020

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

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 City of Mantorville 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 170091, 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.

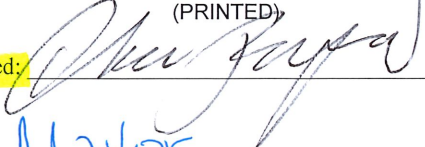
24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all 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: CHUCK BRADFORD
(PRINTED)

Signed: 

Title: Mayor
(with delegated authority)

Date: 2/24/2020

Name: Camille Cheber
(PRINTED)

Signed: 

Title: City Clerk-Treasurer
(with delegated authority)

Date: 2/24/2020

**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

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

2025 City Council Committee Assignments

Member	Annexation	Budget	*Chamber	COG	Deputy Mayor	*EDA	Finance	*Fire Department	Infrastructure	*Joint Powers	*MRA	Decorations	*Park Board	Personnel	Planning	Planning & Zoning	Storm Water	*Township	Waste Water	
Jim Potter	X								X			X					X	X	X	X
Lynette Nash			X	X		X		X					X		X	X	X			
Kim Boyum							X			X			X	X			X	X		X
Lyle Hoaglund				X					X	X		X			X		X		X	
Jeff Ingalls	X	X			X		X	X			X				X	X	X			

X Primary Member
B Backup for Primary

ASSIGNMENT	DETAILS
DEPUTY MAYOR	Fills in for Mayor, as needed
CHAMBER OF COMMERCE	Meets first Wednesday of the month at the Welcome Center - 8:00 am
EDA (ECONOMIC DEVELOPMENT AUTHORITY)	Meets first Tuesday of the month in Council Chambers - 6:15 pm
FIRE DEPT GENERAL MEETING	Meets the 1st Wednesday of the Month in Fire Hall - Maintenance 6:00 pm; General Meeting 7:30 pm
KM PARK & REC JOINT POWERS BOARD	Meets quarterly
MRA (MANTORVILLE RESTORATION ASSN)	Meets second Tuesday of the month at Greek Revival Building - 7:00 pm
PARK BOARD	Meets last Tuesday of the month in Council Chambers - 6:30 pm ** March through November only **
TOWNSHIP REPRESENTATIVES	Mantorville Township meets the first Monday of each month - 6:30 pm, Mantorville Town Hall
	Milton Township meets the first Monday of each month - 7:00 pm, Milton Town Hall
	Wasioja Township meets the second Monday of each month - 1:00 pm (Dec-Mar); 7:00 pm (Apr-Nov), Wasioja Town Hall
COUNCIL OF GOVERNMENTS	Meets once every quarter - 7:00 am, County Seat Coffeehouse, or as scheduled
ALL OTHERS	Meets quarterly, no backup (K-M appointed by Superintendent)

City of Mantorville - 2025 Meeting Calendar

Meeting	Schedule	Meeting	Schedule
City Council	2nd & 4th Monday @ 6:30 PM	Mantorville Fire Dept - Officers Meeting	Tuesday Prior to 1st Wed @ 7:00 PM
City Council Work Session	Held as Needed	Mantorville Fire Dept Equip/Truck Maintenance & General Meeting	1st Wed - 6:00pm Maintenance; 7:30pm Members Meeting
Economic Development Authority	1st Tuesday @ 6:15 PM	Decorations Committee	TBD
Parks & Recreations Board	Last Tuesday @ 6:30	Mantorville Fire Dept - Training	6:30pm - 2nd & 3rd Wednesdays

This Color Represents more than one meeting schedule on the same date - See Schedules listed above

Other Meetings:		Activities:	
Chamber of Commerce	1st Wednesday, Greek Revival House 8:00 AM	Election Day	No Government Meetings May be Held Between 6:00 PM and 8:00 PM
Dodge County Board of Commissioners	2nd Tues @ 8:00 AM and 9:30 AM 4th Tues @ 3:30 PM and 5:00 PM	Holidays	City Offices Closed

2025 Holidays Observed:

Date	Day of Week	Holiday Name
January 1, 2025	Wednesday	New Years Day
January 20, 2025	Monday	Martin Luther King Jr. Day
February 17, 2025	Monday	Washington's Birthday (Presidents Day)
May 26, 2025	Monday	Memorial Day
June 19, 2025	Thursday	Juneteenth
July 4, 2025	Friday	Independence Day
September 1, 2025	Monday	Labor Day
November 11, 2025	Tuesday	Veterans Day
November 27, 2025	Thursday	Thanksgiving
November 28, 2025	Friday	Thanksgiving
December 25, 2025	Thursday	Christmas Day

JANUARY							FEBRUARY							MARCH						
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1 Holiday	2	3	4							1							1
5	6	7 EDA	8 MFD Mint & General	9	10	11	2	3	4 EDA & MFD Officer	5 MFD Maint & General	6	7	8	2	3	4 EDA & MFD Officer	5 MFD Maint & General	6	7	8
12	13 City Council	14	15 MFD EMR Training	16	17	18	9	10 City Council	11	12 MFD EMR Training	13	14	15	9	10 City Council	11	12 MFD EMR Training	13	14	15
19	20 Holiday	21	22 MFD Training	23	24	25	16	17 Holiday	18	19 MFD Training	20	21	22	16	17	18	19 Training	20	21	22
26	27 City Council	28	29	30	31		23	24 City Council	25	26	27	28		23	24 City Council	25 Parks & Rec	26	27	28	29
														30	31					
APRIL							MAY							JUNE						
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1 EDA & MFD Officer	2 MFD Maint & General	3	4	5					1	2	3	1	2	3 EDA & MFD Officer	4 MFD Maint & General	5	6	7
6	7	8	9 MFD EMR Training	10	11	12	4	5	6 EDA & MFD Officer	7 MFD Maint & Hgenera l	8	9	10	8	9 City Council	10	11 MFD EMR Training	12	13	14
13	14 City Council	15	16 MFD Training	17	18	19	11	12 City Council	13	14 MFD EMR Training	15	16	17	15	16	17	18 MFD Training	19 Holiday	20	21
20	21	22	23	24	25	26	18	19 Council?	20	21 MFD Training	22	23	24	22	23 City Council	24 Parks & Rec	25	26	27	28
27	28 City Council	29 Parks & Rec	30				25	26 Holiday	27 Parks & Rec	28	20	31	31	29	30					

JULY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1 EDA & MFD Officer	2 MFD Maint & General	3	4 Holiday	5
6	7	8	9 MFD EMR Training	10	11	12
13	14 City Council	15	16 MFD Training	17	18	19
20	21	22	23	24	25	26
27	28 City Council	29 Parks & Rec	30	31		

AUGUST

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5 EDA & MFD Officer	6 MFD Maint & General	7	8	9
10	11 City Council	12	13 MFD EMR Training	14	15	16
17	18	19	20 MFD Training	21	22	23
24	25 City Council	26 Parks & Rec	27	28	29	30
31						

SEPTEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1 Holiday	2 EDA & MFD Officer	3 MFD Maint & General	4	5	6
7	8 City Council	9	10 MFD EMR Training	11	12	13
14	15	16	17 MFD Training	18	19	20
21	22 City Council	23	24	25	26	27
28	29	30 Parks & Rec & MFD Officer				

OCTOBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1 MFD Maint & General	2	3	4
5	6	7 EDA	8 MFD EMR Training	9	10	11
12	13 City Council	14	15 MFD Training	16	17	18
19	20	21	22	23	24	25
26	27 City Council	28 Parks & Rec	29	30	31	

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4 EDA & MFD Officer	5 MFD Maint & General	6	7	8
9	10 City Council	11 Holiday	12 MFD EMR Training	13	14	15
16	17	18	19 MFD Training	20	21	22
23	24 City Council	25 Parks & Rec	26	27 Holiday	28 Holiday	29
30			70			

DECEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2 EDA & MFD Officer	3 MFD Maint & General	4	5	6
7	8 City Council	9	10 MFD EMR Training	11	12	13
14	15	16	17 MFD Training	18	19	20
21	22 City Council - Snow Day Alt	23	24	25 Holiday	26	27
28	29	30	31			