



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, JANUARY 22, 2017  
6:30 PM**

**AGENDA**

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
  - A. Minutes
    1. January 8, 2018 City Council Minutes
    2. January 16, 2018 Personnel Meeting Minutes
  - B. Claims
    1. End of December
    2. January
  - C. Reports
    1. City Administrator
    2. City Engineer
    3. Public Works
    4. Sheriff's Department – December
  - D. Acceptance of Baseball Club Donations – Resolution 1-22-18-3
- 6. Senator Scott M. Jensen**
- 7. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  - A. Administrative
    1. 2018 Wage Increases – Resolution 1-22-18-4
    2. State of Minnesota Joint Powers Agreement on Behalf of its City Attorney and Police Department – Resolution 1-22-18-5
  - B. Fire Department
    1. Purchase of turnout gear
    2. Scott Gustafson – Resolution 1-22-18-6
  - C. Public Works

1. Purchase of Skidloader
2. Purchase of plow for Kaboda

## **8. City Council Reports**

## **9. Other Business**

## **10. Upcoming Meetings & Events**

February 6, 2018 Planning and Zoning Commission Meeting @ 6:30 p.m.

February 12, 2018 City Council Meeting @ 6:30 p.m.

February 13, 2018 Park Commission Meeting @ 6:30 p.m.

February 26, 2018 City Council Meeting @ 6:30 p.m.

February 27, 2018 EDA Meeting @ 6:30 p.m.

## **11. For Your Information**

## **12. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – JANUARY 8, 2018

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Butterfield, McNeilly, and Stieve-McPadden

ABSENT: Council Member Boder

STAFF: City Administrator McCallum and Deputy Clerk Gildemeister

ALSO PRESENT: Evan Carlson

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the agenda with the removal 6A2: Utility Rates Information and Discussion. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda. Motion Carried 5/0.

1. Approve the Minutes of the November 14, 2017 Park Commission Meeting.
2. Approve the Minutes of the December 5, 2017 Planning Commission Meeting.
3. Approve the Minutes of the December 11, 2017 Regular City Council Meeting.
4. Approve the Minutes of the December 11, 2017 City Council Workshop Meeting.
5. Approve Claims for December 2017.
6. Approve Check Summary for the month ending October 2017.
7. Approve Check Summary for the month ending November 2017.
8. Approve Resolution 1-8-18-1 Gambling Exemption for Watertown Rod and Gun Club.
9. Approve Resolution 1-8-18-2 Hidden Creek Development – Accepting Public Improvements.
10. Approve 2018 Liquor Licenses.
11. Acknowledge Fire Department Report for the month ending December 2017.
12. Acknowledge Carver County Sheriff's Department Report for the month ending November 2017.

CITY ADMINISTRATOR

1. **Solar Garden Presentation** – Evan Carlson, IPS Solar, revisited with the Council to discuss how his company could structure an agreement with the City for the installation of solar gardens on parcel 100310200 and/or 100310100. Mr. Carlson stated that his company would be willing to donate \$50,000.00 to the Park Board for each potential site. Mr. Carlson had previously met with the Planning Commission who disapproved of the installation of solar gardens at these sites stating that these sites are in future expansion plans for the City. After much discussion, Council asked Staff to invite Tim Lynch of Carver County and the surrounding neighbors to a future Work Session.
2. **Approve David Drown & Associates for Compensation Study**– A MOTION to approve DDA for the Compensation Study was made by Council Member McNeilly and seconded by Council Member Butterfield. Motion carried 4/0
3. **Approve Ordinance 217-2018 Fee Schedule** – A MOTION to approve Ordinance 217-2018 Fee Schedule was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden.

Motion Carried 4/0

4. **Approve Recycling/Composting Grant** – In 2018, the City of Mayer has been allocated \$4,151.00 via a population based formula. The City needs to provide written notification to enter into an agreement with Carver County to receive the funding. Staff requests authorization to notify Carver County of the City’s intent to participate in the 2018 Recycling and Composting Grant. A MOTION to approve notification of City’s intent to Carver County to participate in the 2018 Recycling and Composting Grant was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

5. **Approval of Resolution 1-8-18-3 2018 City Annual Appointments –**  
Appointments:

- CCL-Mayor Dodge
- Community Education Board-Council Member McNeilly
- Commission for a Lifetime-Mayor Dodge
- EDA-Council Members McNeilly and Stieve-McPadden
- Park Board-Council Member Butterfield
- Personnel Committee-Mayor Dodge, Council Member Boder, City Administrator McCallum
- Planning Commission-Council Member Boder
- Vice Mayor-Council Member Boder

A MOTION was made by Council Member McNeilly and seconded by Stieve-McPadden to Approve Resolution 1-8-18-3 Annual Appointment. Motion carried 4/0.

COUNCIL REPORTS

Council Member Butterfield reported that the Park Board applicants have been received and that the movie night went very well. She thanked Mayor Dodge for all he has done for the City.  
Council Member McNeilly reported that the EDA is moving forward with acquiring video footage for the new City website. She stated that the EDA would like to help local businesses both “in-home” and commercial.

SPECIAL RECOGNITION

- Mayor Dodge spoke about the sudden passing of volunteer firefighter Jeffrey Volmer. He praised the Mayer Volunteer Firefighters for their professionalism, outstanding performance, and non-stop dedication. He also gave a public thank you to Republican Jim Nash, Kenneth Prillaman Fire Chief & Emergency Management Director, Eden Prairie Fire Chief George Esbensen & Team, Carver County Commissioner Tim Lynch, and Fire Chief Rod Maetzold for their leadership.

FOR YOUR INFORMATION

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to adjourn the meeting at 7:30 p.m. Motion carried 4/0

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_

DRAFT

**CITY OF MAYER  
PERSONNEL  
TUESDAY, JANUARY 16, 2018 @ 8:00 A.M.  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

1. Open Meeting

The meeting was opened at 8:09 a.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: None.

2. Minutes

December 4, 2017 Personnel Meeting Minutes. Minutes were approved by the committee as presented.

3. Business

A. RFP City Attorney Discussion

McCallum informed that the City received 6 responses for the City Attorney RFP that was put out.

The Personnel Committee concluded that McCallum would draft some information into a spreadsheet and provide a copy of the RFPs to all Council for a workshop on February 12, 2018.

B. Offensive Behavior Training –

1. LMC – Course: Preventing Harassment, Promoting Respect – Online
2. LMC – Course: Preventing Harassment, Promoting Respect – On Site
3. City Attorney Law Firm – Offensive Behavior Training – On Site

McCallum informed that the online course through the League of Minnesota Cities would be \$15.00 per person. She stated that an onsite course through the League of Minnesota Cities would be \$450.00 per session. As another option, she mentioned that the City Attorney would do an onsite visit as well for \$154.00 per hour.

The Personnel Committee agreed to have an onsite visit through the League of Minnesota Cities, but asked that McCallum look into how many people could attend one session and if another City would be interested in sharing a training session.

4. Fire Department Pay

McCallum provided pay information on several Carver County cities. Boder said that the Mayer Fire Department currently makes \$9.00 per hour. The Personnel Committee discussed upping the call amount pay. Boder asked if the City could look into whether other cities do life insurance policies for fire fighters. The Personnel Committee decided that additional information would be needed before a decision was made on pay increase relating to what is currently being paid for and at what rate.

5. City Council Pay

McCallum presented wages from several other Carver County cities with regards to council pay.

The Personnel Committee will continue to review when the last raise in council pay was and if a new raise seems appropriate.

6. Employee Reviews

McCallum reviewed reviews that were conducted at the end of 2017 for Kyle Kuntz, Brent Mickolichek and Janell Gildemeister. She reported all good reviews from the three employees. She recommended a 3% wage increase for Kuntz and Mickolichek. She recommended a 3.5% increase for Gildemeister due to extra work that was incurred from the transition period of hiring a new City Administrator.

The Personnel Committee recommended to Council these increases based on their satisfactory employee reviews.

7. Jeff Vollmer (added)

Boder provided an update on Firefighter, Vollmer. The Personnel Committee discussed what the City could continue to do move forward for the family and other firefighters. The Committee discussed lessons learned and what can be done moving forward.

8. Adjournment

The meeting was adjourned at 9:32 a.m.

MAYER, MN

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Payments

Current Period: December 2017

| Batch Name       | 3EOM1217PAY     | Payment                     | Computer Dollar Amt       | \$14,982.31 | Posted                  |
|------------------|-----------------|-----------------------------|---------------------------|-------------|-------------------------|
| Refer            | 11814           | CARVERLINK                  | Ck# 021326                | 1/16/2018   |                         |
| Cash Payment     | E 100-41000-321 | Telephone                   | CITY HALL                 |             | \$50.00                 |
| Invoice          | 1853            | 10/13/2017                  |                           |             |                         |
| Cash Payment     | E 100-42280-321 | Telephone                   | FD                        |             | \$50.00                 |
| Invoice          | 1853            | 10/13/2017                  |                           |             |                         |
| Cash Payment     | E 620-49410-321 | Telephone                   | WTP                       |             | \$0.00                  |
| Invoice          | 1853            | 10/13/2017                  |                           |             |                         |
| Cash Payment     | E 640-49480-321 | Telephone                   | WWTP                      |             | \$0.00                  |
| Invoice          | 1853            | 10/13/2017                  |                           |             |                         |
| Transaction Date | 1/11/2018       | Due 0                       | Security Bank             | 10100       | <b>Total</b> \$100.00   |
| Refer            | 11815           | WIDMER CONSTRUCTION LLC     | Ck# 021346                | 1/16/2018   |                         |
| Cash Payment     | E 100-43125-300 | Professional Svcs           | SNOW REMOVAL 12/1-31/2017 |             | \$1,627.50              |
| Invoice          | 4391            | 1/11/2018                   |                           |             |                         |
| Transaction Date | 1/11/2018       | Due 0                       | Security Bank             | 10100       | <b>Total</b> \$1,627.50 |
| Refer            | 11826           | THEIN WELL                  | Ck# 021343                | 1/16/2018   |                         |
| Cash Payment     | E 620-49435-500 | Capital Outlay (GENERA      | WELL #2 MAINTENANCE       |             | \$9,433.90              |
| Invoice          | 6045            | 1/10/2018                   |                           |             |                         |
| Transaction Date | 1/16/2018       | Due 0                       | Security Bank             | 10100       | <b>Total</b> \$9,433.90 |
| Refer            | 11827           | MELCHERT HUBERT SJODIN, PLL | Ck# 021335                | 1/16/2018   |                         |
| Cash Payment     | E 100-41000-304 | Legal Fees                  | DRAFT CORRESPONDENCE      |             | \$15.40                 |
| Invoice          | 136139          | 12/31/2017                  |                           |             |                         |
| Cash Payment     | E 100-41000-304 | Legal Fees                  |                           |             | \$61.19                 |
| Invoice          | 136140          | 12/31/2017                  |                           |             |                         |
| Transaction Date | 1/16/2018       | Due 0                       | Security Bank             | 10100       | <b>Total</b> \$76.59    |
| Refer            | 11828           | MOBIL - EXXON/MOBIL         | Ck# 021337                | 1/16/2018   |                         |
| Cash Payment     | E 100-42260-212 | Motor Fuels                 | FD                        |             | \$39.55                 |
| Invoice          | 859783          | 12/8/2017                   |                           |             |                         |
| Cash Payment     | E 100-43100-212 | Motor Fuels                 | P/W                       |             | \$45.58                 |
| Invoice          | 866387          | 12/13/2017                  |                           |             |                         |
| Cash Payment     | E 100-43100-212 | Motor Fuels                 | P/W                       |             | \$65.82                 |
| Invoice          | 866436          | 12/13/2017                  |                           |             |                         |
| Cash Payment     | E 100-43100-212 | Motor Fuels                 | P/W                       |             | \$65.49                 |
| Invoice          | 878691          | 12/22/2017                  |                           |             |                         |
| Cash Payment     | E 100-42260-212 | Motor Fuels                 | FD                        |             | \$40.94                 |
| Invoice          | 880405          | 12/23/2017                  |                           |             |                         |
| Cash Payment     | E 100-42260-212 | Motor Fuels                 | FD                        |             | \$52.03                 |
| Invoice          | 880470          | 12/23/2017                  |                           |             |                         |
| Cash Payment     | E 100-43100-212 | Motor Fuels                 | P/W                       |             | \$73.92                 |
| Invoice          | 894127          | 1/3/2018                    |                           |             |                         |
| Cash Payment     | E 100-43100-212 | Motor Fuels                 | P/W                       |             | \$30.99                 |
| Invoice          | 894260          | 1/3/2018                    |                           |             |                         |
| Transaction Date | 1/16/2018       | Due 0                       | Security Bank             | 10100       | <b>Total</b> \$414.32   |
| Refer            | 11829           | JOHNSON, ALISA              | Ck# 021330                | 1/16/2018   |                         |

Payments

Current Period: December 2017

|                  |                                       |                                              |                |
|------------------|---------------------------------------|----------------------------------------------|----------------|
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 12 PARK BOARD MEETING            | \$360.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$360.00 |
| Refer            | 11830 MIKE WEGNER                     | Ck# 021336 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 11 PARK BOARD MEETINGS IN 2017   | \$330.00       |
| Invoice 2017     | 1/16/2017                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$330.00 |
| Refer            | 11831 CONGDON, TROY                   | Ck# 021327 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 12 PARK BOARD MEETINGS IN 2017   | \$360.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$360.00 |
| Refer            | 11832 NATE MCNEILLY                   | Ck# 021338 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 6 PARK BOARD MEETINGS IN 2017    | \$180.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$180.00 |
| Refer            | 11833 TOM STIFTER                     | Ck# 021345 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 8 PLANNING COMM MEETINGS IN 2017 | \$240.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$240.00 |
| Refer            | 11834 DONALD WACHHOLZ                 | Ck# 021328 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 7 PLANNING COMM MEETINGS IN 2017 | \$210.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$210.00 |
| Refer            | 11835 ROD MAETZOLD                    | Ck# 021340 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 7 PLANNING COMM MEETINGS IN 2017 | \$210.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$210.00 |
| Refer            | 11836 PATTY LANTING                   | Ck# 021339 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 8 PLANNING COMM MEETINGS IN 2017 | \$240.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$240.00 |
| Refer            | 11837 JOHNSON, BARNEY                 | Ck# 021331 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 8 PLANNING COMM MEETINGS IN 2017 | \$240.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |
| Transaction Date | 1/16/2018                             | Due 0 Security Bank 10100                    | Total \$240.00 |
| Refer            | 11838 LES HAHN                        | Ck# 021334 1/16/2018                         |                |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co | PAYMENT FOR 8 PLANNING COMM MEETINGS IN 2017 | \$240.00       |
| Invoice 2017     | 1/16/2018                             |                                              |                |

## Payments

Current Period: December 2017

|                  |                                       |       |                                           |                  |       |          |
|------------------|---------------------------------------|-------|-------------------------------------------|------------------|-------|----------|
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$240.00 |
| Refer            | 11839 <u>TIM DUCKWORTH</u>            |       | <u>Ck# 021344</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 2 EDA MEETINGS IN 2017        |                  |       | \$60.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$60.00  |
| Refer            | 11840 <u>TOM STIFTER</u>              |       | <u>Ck# 021345</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 EDA MEETINGS IN 2017        |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |
| Refer            | 11841 <u>SCOTT WAKEFIELD</u>          |       | <u>Ck# 021341</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 4 EDA MEETINGS IN 2017        |                  |       | \$120.00 |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$120.00 |
| Refer            | 11842 <u>ALLAN EDHOLM</u>             |       | <u>Ck# 021325</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017 |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |
| Refer            | 11843 <u>JUDITH EDHOLM</u>            |       | <u>Ck# 021332</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017 |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |
| Refer            | 11844 <u>KAYE TIMMERS</u>             |       | <u>Ck# 021333</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017 |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |
| Refer            | 11845 <u>SUSAN ZIERMANN</u>           |       | <u>Ck# 021342</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017 |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |
| Refer            | 11846 <u>JAX, BOB</u>                 |       | <u>Ck# 021329</u>                         | <u>1/16/2018</u> |       |          |
| Cash Payment     | E 100-45000-110 Other Pay Boards & Co |       | PAYMENT FOR 3 COMM 4LIFE MEETINGS IN 2017 |                  |       | \$90.00  |
| Invoice 2017     | 1/16/2018                             |       |                                           |                  |       |          |
| Transaction Date | 1/16/2018                             | Due 0 | Security Bank                             | 10100            | Total | \$90.00  |

Payments

Current Period: December 2017

Fund Summary

|                  |                     |             |
|------------------|---------------------|-------------|
|                  | 10100 Security Bank |             |
| 640 SEWER FUND   |                     | \$0.00      |
| 620 WATER FUND   |                     | \$9,433.90  |
| 100 GENERAL FUND |                     | \$5,548.41  |
|                  |                     | <hr/>       |
|                  |                     | \$14,982.31 |

|                                        |             |
|----------------------------------------|-------------|
| Pre-Written Checks                     | \$14,982.31 |
| Checks to be Generated by the Computer | \$0.00      |
|                                        | <hr/>       |
| Total                                  | \$14,982.31 |

MAYER, MN

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Payments

Current Period: January 2018

| Batch Name       | 01/22/18PAY<br>Payments                  | User Dollar Amt                   | \$348,049.62 |             |            |
|------------------|------------------------------------------|-----------------------------------|--------------|-------------|------------|
|                  |                                          | Computer Dollar Amt               | \$348,049.62 |             |            |
|                  |                                          |                                   | \$0.00       | In Balance  |            |
| Refer            | 11825 INTERNAL REVENUE SERVICE           | Ck# 021324                        | 1/12/2018    |             |            |
| Cash Payment     | E 100-41000-430 Miscellaneous (GENERAL)  | PAYMENTS OWDED FROM 2ND QTR-LUAYN |              | \$804.41    |            |
| Invoice          | 1/12/2018                                |                                   |              |             |            |
| Transaction Date | 1/12/2018                                | Security Bank                     | 10100        | Total       | \$804.41   |
| Refer            | 11847 MN STATE FIRE CHIEFS ASSOCIA       |                                   |              |             |            |
| Cash Payment     | E 100-42200-433 Dues and Subscriptions   | ANNUAL DUES-3 OFFICERS 2018       |              | \$264.00    |            |
| Invoice          | 1/16/2018                                |                                   |              |             |            |
| Transaction Date | 1/16/2018                                | Security Bank                     | 10100        | Total       | \$264.00   |
| Refer            | 11848 CCFDMAA                            |                                   |              |             |            |
| Cash Payment     | E 100-42200-433 Dues and Subscriptions   | ANNUAL DUES FOR 2018              |              | \$250.00    |            |
| Invoice          | FD201806 1/2/2018                        |                                   |              |             |            |
| Transaction Date | 1/16/2018                                | Security Bank                     | 10100        | Total       | \$250.00   |
| Refer            | 11849 MSFDA                              |                                   |              |             |            |
| Cash Payment     | E 100-42200-433 Dues and Subscriptions   | 30 MEMBERSHIP DUE FOR 2018        |              | \$358.00    |            |
| Invoice          | 1/16/2018                                |                                   |              |             |            |
| Transaction Date | 1/16/2018                                | Security Bank                     | 10100        | Total       | \$358.00   |
| Refer            | 11850 EMERGENCY MEDICAL TRAINING         |                                   |              |             |            |
| Cash Payment     | E 100-42200-208 Training and Instruction | FF SCHULTZ 1/2/18                 |              | \$675.00    |            |
| Invoice          | 1702 1/3/2018                            |                                   |              |             |            |
| Cash Payment     | E 100-42200-208 Training and Instruction | EMR REFRESHER FOR FD 2018         |              | \$1,400.00  |            |
| Invoice          | 1712 1/3/2018                            |                                   |              |             |            |
| Transaction Date | 1/17/2018                                | Security Bank                     | 10100        | Total       | \$2,075.00 |
| Refer            | 11852 LEAGUE OF MINNESOTA CITIES         |                                   |              |             |            |
| Cash Payment     | E 100-41000-360 Insurance (GENERAL)      | GENERAL MAINTENANCE               |              | \$1,592.64  |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Cash Payment     | E 620-49440-360 Insurance (GENERAL)      | WATERWORKS                        |              | \$364.56    |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Cash Payment     | E 640-49490-360 Insurance (GENERAL)      | WWTF                              |              | \$483.84    |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Cash Payment     | E 100-42200-360 Insurance (GENERAL)      | FD                                |              | \$4,058.92  |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Cash Payment     | E 100-41000-360 Insurance (GENERAL)      | CITY HALL                         |              | \$614.04    |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Cash Payment     | E 100-41000-360 Insurance (GENERAL)      | COUNCIL                           |              | \$63.00     |            |
| Invoice          | 12/21/2017                               |                                   |              |             |            |
| Transaction Date | 1/17/2018                                | Security Bank                     | 10100        | Total       | \$7,177.00 |
| Refer            | 11853 BOND TRUST SERVICES CORP           |                                   |              |             |            |
| Cash Payment     | E 350-41000-600 Debt Srv Principal       | FIRE TRUCK                        |              | \$40,000.00 |            |
| Invoice          | 38713 12/8/2017                          |                                   |              |             |            |
| Cash Payment     | E 350-41000-601 Debt Srv Interest        | FIRE TRUCK                        |              | \$3,262.50  |            |
| Invoice          | 38713 12/8/2017                          |                                   |              |             |            |
| Cash Payment     | E 350-41000-600 Debt Srv Principal       | ROUND A BOUT                      |              | \$40,000.00 |            |
| Invoice          | 38713 12/8/2017                          |                                   |              |             |            |

**MAYER, MN**  
**Payments**

01/19/18 8:49 AM  
Page 2

Current Period: January 2018

|                  |                                     |                       |       |                           |
|------------------|-------------------------------------|-----------------------|-------|---------------------------|
| Cash Payment     | E 350-41000-601 Debt Srv Interest   | ROUND A BOUT          |       | \$4,000.00                |
| Invoice          | 38713                               | 12/8/2017             |       |                           |
| Cash Payment     | E 620-47000-600 Debt Srv Principal  | UTILITIES             |       | \$15,000.00               |
| Invoice          | 38713                               | 12/8/2017             |       |                           |
| Cash Payment     | E 620-47000-601 Debt Srv Interest   | UTILITIES             |       | \$1,812.50                |
| Invoice          | 38713                               | 12/8/2017             |       |                           |
| Cash Payment     | E 350-41000-620 Fiscal Agent s Fees | AGENT FEE             |       | \$450.00                  |
| Invoice          | 39599                               | 12/8/2017             |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$104,525.00 |
| Refer            | 11854 BOND TRUST SERVICES CORP      |                       |       |                           |
| Cash Payment     | E 325-41000-600 Debt Srv Principal  | HWY 25                |       | \$190,000.00              |
| Invoice          | 38712                               | 12/8/2017             |       |                           |
| Cash Payment     | E 325-41000-601 Debt Srv Interest   | HWY 25                |       | \$13,900.00               |
| Invoice          | 38712                               | 12/8/2017             |       |                           |
| Cash Payment     | E 620-47000-600 Debt Srv Principal  | WATER TOWER           |       | \$15,000.00               |
| Invoice          | 38712                               | 12/8/2017             |       |                           |
| Cash Payment     | E 620-47000-601 Debt Srv Interest   | WATER TOWER           |       | \$1,200.00                |
| Invoice          | 38712                               | 12/8/2017             |       |                           |
| Cash Payment     | E 325-41000-620 Fiscal Agent s Fees | AGENT FEE             |       | \$450.00                  |
| Invoice          | 39598                               | 12/8/2017             |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$220,550.00 |
| Refer            | 11857 MCLEOD COOP POWER ASSN        | Ck# 004788E 1/28/2018 |       |                           |
| Cash Payment     | E 100-43160-381 Electric Utilities  | CITY SIGN             |       | \$35.89                   |
| Invoice          |                                     | 1/9/2018              |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$35.89      |
| Refer            | 11858 MCLEOD COOP POWER ASSN        | Ck# 004789E 1/28/2018 |       |                           |
| Cash Payment     | E 100-43160-381 Electric Utilities  | STREET LIGHTS         |       | \$714.26                  |
| Invoice          |                                     | 1/9/2018              |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$714.26     |
| Refer            | 11859 FRONTIER                      | Ck# 004790E 1/9/2018  |       |                           |
| Cash Payment     | E 640-49480-321 Telephone           | WWTF INTERNET         |       | \$137.70                  |
| Invoice          |                                     | 1/9/2018              |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$137.70     |
| Refer            | 11860 FRONTIER                      | Ck# 004791E 1/18/2018 |       |                           |
| Cash Payment     | E 620-49410-321 Telephone           | WTP                   |       | \$79.68                   |
| Invoice          |                                     | 12/22/2017            |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$79.68      |
| Refer            | 11861 CARVERLINK                    |                       |       |                           |
| Cash Payment     | E 100-41000-321 Telephone           | CITY HALL             |       | \$50.00                   |
| Invoice          | 1916                                | 1/11/2018             |       |                           |
| Cash Payment     | E 100-42280-321 Telephone           | FD                    |       | \$50.00                   |
| Invoice          | 1916                                | 1/11/2018             |       |                           |
| Cash Payment     | E 640-49480-321 Telephone           | WWTF                  |       | \$50.00                   |
| Invoice          | 1916                                | 1/11/2018             |       |                           |
| Cash Payment     | E 620-49410-321 Telephone           | WTP                   |       | \$50.00                   |
| Invoice          | 1916                                | 1/11/2018             |       |                           |
| Transaction Date | 1/17/2018                           | Security Bank         | 10100 | <b>Total</b> \$200.00     |

Payments

Current Period: January 2018

|                  |                 |                           |                                        |            |            |
|------------------|-----------------|---------------------------|----------------------------------------|------------|------------|
| Refer            | 11862           | TECHSTAR IT SOLUTIONS     | -                                      |            |            |
| Cash Payment     | E 100-41920-312 | Software Support          | MIGRATION OF 5 OLD EMAILS              | \$450.00   |            |
| Invoice          | 7546            | 1/5/2018                  |                                        |            |            |
| Transaction Date | 1/17/2018       | Security Bank             | 10100                                  | Total      | \$450.00   |
| Refer            | 11863           | CORE & MAIN               | -                                      |            |            |
| Cash Payment     | E 620-49440-437 | Water Meters              | WATER METERS                           | \$6,590.58 |            |
| Invoice          | 1292451         | 1/3/2018                  |                                        |            |            |
| Transaction Date | 1/17/2018       | Security Bank             | 10100                                  | Total      | \$6,590.58 |
| Refer            | 11864           | PEAK HEATING AND COOLING  | -                                      |            |            |
| Cash Payment     | E 100-41940-400 | Repairs & Maint Cont      | HEATING SERVICE/REPL HEAT EXCH & IGNTR | \$337.26   |            |
| Invoice          | 16121           | 1/10/2018                 |                                        |            |            |
| Cash Payment     | E 100-41940-400 | Repairs & Maint Cont      | HEATING SERVICE/REPL HEAT EXCH & IGNTR | \$1,013.97 |            |
| Invoice          | 16141           | 1/15/2018                 |                                        |            |            |
| Transaction Date | 1/17/2018       | Security Bank             | 10100                                  | Total      | \$1,351.23 |
| Refer            | 11865           | GOPHER STATE ONE-CALL INC | -                                      |            |            |
| Cash Payment     | E 620-49440-355 | Gopher State Locates      |                                        | \$25.00    |            |
| Invoice          | 8000558         | 1/31/2018                 |                                        |            |            |
| Cash Payment     | E 640-49490-355 | Gopher State Locates      |                                        | \$25.00    |            |
| Invoice          | 8000558         | 1/31/2018                 |                                        |            |            |
| Transaction Date | 1/17/2018       | Security Bank             | 10100                                  | Total      | \$50.00    |
| Refer            | 11869           | DELTA DENTAL OF MINNESOTA | -                                      |            |            |
| Cash Payment     | G 100-21707     | Dental                    | EMPLOYEE BENEFITS                      | \$186.80   |            |
| Invoice          | 716625          | 1/15/2018                 |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$186.80   |
| Refer            | 11870           | GUARDIAN PEST CONTROL INC | -                                      |            |            |
| Cash Payment     | E 100-41940-400 | Repairs & Maint Cont      | PEST CONTROL SERVICE                   | \$42.15    |            |
| Invoice          | 1837648         | 1/17/2018                 |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$42.15    |
| Refer            | 11871           | HACH COMPANY              | -                                      |            |            |
| Cash Payment     | E 640-49480-404 | Repairs/Maint Machinery   | REPLACE PH METER ON S AERATION BASIN   | \$1,197.22 |            |
| Invoice          | 10784433        | 1/8/2018                  |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$1,197.22 |
| Refer            | 11872           | UTILITY CONSULTANTS, INC. | -                                      |            |            |
| Cash Payment     | E 640-49480-385 | Testing and Lab Service   | SAMPLES                                | \$910.70   |            |
| Invoice          | 97048           | 1/2/2018                  |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$910.70   |
| Refer            | 11873           | CITY OF HUTCHINSON        | -                                      |            |            |
| Cash Payment     | E 640-49480-404 | Repairs/Maint Machinery   | 2018 ANNUAL PERMIT FEE                 | \$100.00   |            |
| Invoice          | 42461           | 1/1/2018                  |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$100.00   |
| Refer            | 11874           | MN LIFE INSURANCE CO      | -                                      |            |            |
| Cash Payment     | G 100-21708     | Life/Disability           |                                        | \$0.00     |            |
| Invoice          |                 |                           |                                        |            |            |
| Transaction Date | 1/18/2018       | Security Bank             | 10100                                  | Total      | \$0.00     |

Payments

Current Period: January 2018

Fund Summary

|                          |                     |                     |
|--------------------------|---------------------|---------------------|
|                          | 10100 Security Bank |                     |
| 100 GENERAL FUND         |                     | \$12,960.34         |
| 325 HWY 25/2007 ST BOND  |                     | \$204,350.00        |
| 350 2015 FIRE TRUCK BOND |                     | \$87,712.50         |
| 620 WATER FUND           |                     | \$40,122.32         |
| 640 SEWER FUND           |                     | \$2,904.46          |
|                          |                     | <u>\$348,049.62</u> |

|                                        |                     |
|----------------------------------------|---------------------|
| Pre-Written Checks                     | \$1,771.94          |
| Checks to be Generated by the Computer | \$346,277.68        |
| Total                                  | <u>\$348,049.62</u> |

Mayor Dodge and Council,

**Website** –The website is coming along great! We do need pictures still. We have stock photos at the moment...and pictures can be taken in the spring by staff. Or we can put on a request on social media for pictures. 😊

**Ehlers Investments** – I met with Jack Fay from Ehlers this week to get started on the review of our current investments. He is gathering information at this time to put together a document of findings and suggestions in the near future. He will then come to council with his suggestions.

**Flagship Recreation** – Kyle and I met with a representative from Flagship Recreation this week to start planning for work that can be done in West Ridge Park this summer. This is part of the CIP. The representative will be coming to a future park and recreation meeting to discuss projects.

**Attorney RFPs** – RFPs were due on Wednesday, January 10, 2018. We received 6 proposals.

**Wage Study** - I contacted David Drowns to get started on the wage study. We are hoping to get going on the study before the end of January.

**Economic Development Conference** – I decided that I am going to check out a conference through Economic Development Association of Minnesota next week (Thursday and Friday). I haven't been to it before, but I hear good things from other City Administrators.

**Carver County Water Management** – I met with a representative (Madeline) this week. We talked about 2018 and ways in which we could educate residents on water conservation and good practices for keeping water sources clean. Also how to keep storm water flowing where it should. I think we had some good ideas. She works with many cities in Carver County.

**Carver County Department of Public Health** – I will be meeting on Friday with a representative from Carver County Department of Public Health (Patrick Stieg) on our goals for future trails and park spaces and facilities. His goal is to promote healthy lifestyles to improve health. He will provide his resources that he has available to the City.

Sincerely,

Maggie McCallum



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

## MEMORANDUM

**Date:** January 16, 2018  
**To:** Mayer City Council  
**From:** David Martini  
**Subject:** Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked for the billing period from November 18<sup>th</sup>, 2017 to December 15, 2017:

### **Miscellaneous Engineering**

Miscellaneous engineering included attendance at the December 11<sup>th</sup>, Council meeting and the following:

- Coordination for as-built plans and project close out for the wetland restoration project
- Reviewing drainage issues for Mayer Lutheran High School
- TH 25 Project coordination with Mn/DOT
- Address map updates
- Reviewing a mitigation survey request from Carver County

8.5 hours of time was provided at the City's reduced hourly rate and the Council meeting was attended at no charge, which resulted in a savings to the City of **\$936**.

### **Hidden Creek 7<sup>th</sup> (Pass Thru)**

During the billing period, time was spent preparing a letter of credit reduction and project acceptance recommendation. Time was also spent reviewing street light spacing and site conditions.

### **Cold Water Crossing 7<sup>th</sup> (Pass Thru)**

During the billing period, time was spent reviewing questions from Carver County related to Outlots and reviewing the condition of the site.

### **Sprint Equipment Upgrades (Pass Thru)**

During the billing period, time was spent reviewing plans for proposed Sprint equipment upgrades at the Water Tower.



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from November 21<sup>st</sup> to January 17<sup>th</sup> (2018)

### **Roads**

- Snow Events
  - Spread salt/sand on all intersections, curves, and hills
  - Plowed city hall, fire station, WTP, WWTP, and compost Site parking lots
  - Shoveled the build-up of snow around downtown light poles as needed
- Hung Christmas lights on downtown street lights and city sign
  - Replaced bad receptacles
  - Troubleshoot ground/neutral wiring issues
- Took down Christmas lights on downtown street lights and city sign
- Picked up cones along 5<sup>th</sup> St NE

### **Parks**

- Conducted playground inspections on monthly basis
- Plowed park paths after each snow event
- Built/assembled GAGA Pit

### **Water Treatment Facility**

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
  - Took all MDH water samples to UPS store in Waconia to be shipped
- Filled out monthly fluoride report for November 2017 and December 2017
- Changed out chlorine tanks as needed
- Flushed KMNO<sub>4</sub> feed line and mixed KMNO<sub>4</sub> on a regular basis
- Exercised generator at WTP and Well #2 on a monthly basis
- Conducted well #2 draw down on a weekly basis
- Worked on 2018 budget
- Troubleshoot issues with chlorine regulator
- Contacted well company about replacement of Well #2 and inspection of Well #1
- Plumbed in new drains for water bleed off from the high service and backwash pumps

### **Wastewater Treatment Facility**

- Executed daily rounds and weekly sampling procedures
- Ran TSS and settleability Tests
- Cleaned and rebuilt a number of digester diffusers
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Greased clarifier drive and flocculater drive on a monthly basis
- Drained clarifier #2
  - Cleaned and inspected all mechanics
- Washed down floor in filter and clarifier building
- Removed large plug from control structure #2
- Adjusted height of traveling bridge filter #2

- Troubleshoot issues with make-up-air-unit
- Met with flow measurement company for annual meter calibrations
  - Performed a pump drawdown on the influent lift station
- Broke away ice build-up around digester nozzles as needed
- Fed grease control product on daily basis
- Installed new threshold on admin building door
- Troubleshoot issues with alarm dialer and influent lift station communication
  - InControl in to fix communication issue
  - Installed new fiber optic cable and switches
- Calibrated pH meters and replaced D.O. sensor caps
- Went over filling out EDMR's with Greg Kliver

### **Lift Stations & Collection System**

- Check lift station operations on daily basis
- Exercised generator on monthly basis
- Replaced lift station panel heater
- Adjusted air vent baffles
- Worked on 2018 budget

### **Miscellaneous**

- Worked on cleaning/organizing public works building in between other public works tasks
- Gopher one locates
- Worked on December public works activities sheet
- Changed out old water meters and MXU devices
- Installed MXU's and sealed water meters for new houses
- Read water meters on the 1<sup>st</sup> of each month
- Worked on 'On Call' schedule
- Ran to various stores to get supplies/materials
- Attended safety committee meeting and training in Waconia on a monthly basis
- Pushed up brush pile and compost pile as necessary
- Attended budget meeting on 11/28/17
- Attended council meeting on 12/11/18
- Unpacked new chairs for community center
  - Hauled old chairs to old public works building

### **Equipment**

- Fueled and washed equipment as needed
- Exercised bypass pump on a monthly basis
- Put away summer equipment and pulled out winter equipment
  - Mounted plow and sander on F550
  - Put snow tires on skid loader
- Met with vendors about trading-in the S590 skid loader
- Fixed electrical issue on S590 skid loader
- Worked on proposals for the purchase of a new skid steer and UTV snow plow

### **Safety Concerns**

- No safety concerns at this time



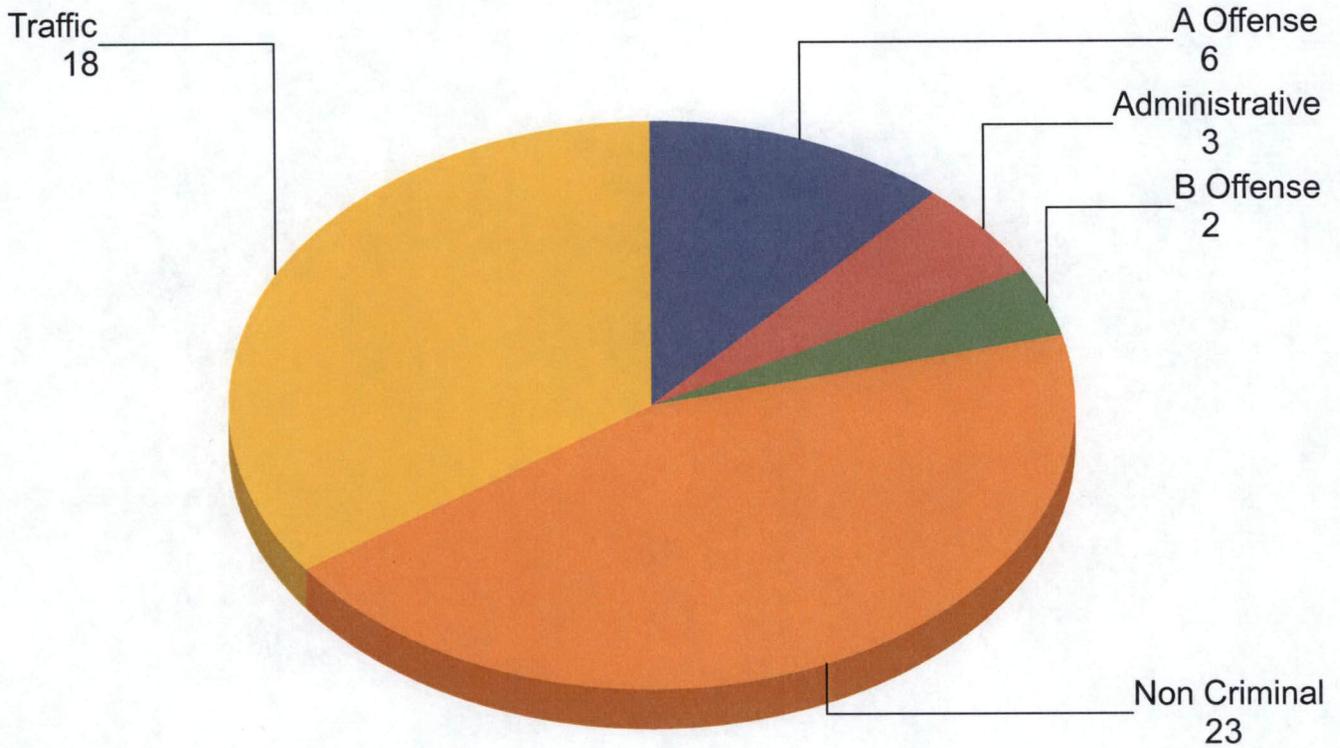
**City of Mayer**

**December 2017**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 12/01/2017 To: 12/31/2017**

**Mayer City**



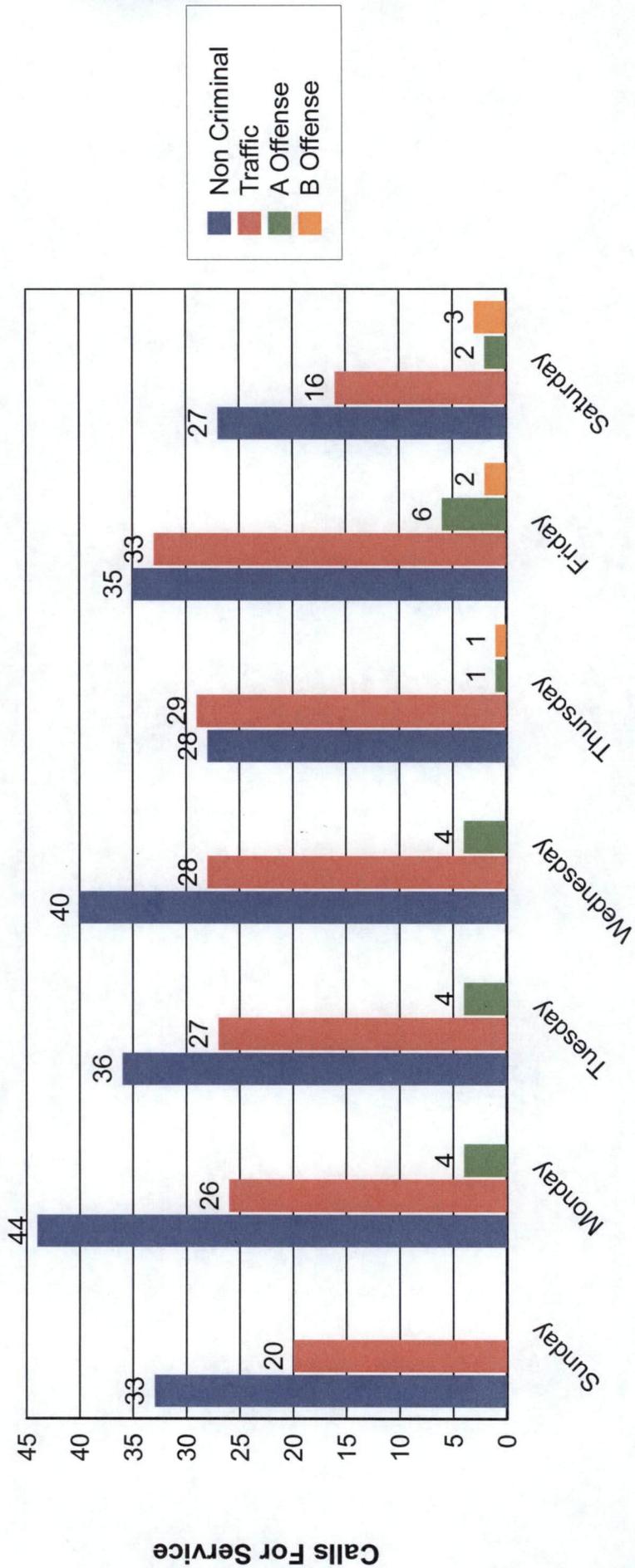
|                       |    |
|-----------------------|----|
| Total A Offense:      | 6  |
| Total B Offense:      | 2  |
| Total Non Criminal:   | 23 |
| Total Traffic:        | 18 |
| Total Administrative: | 3  |

**Total Mayer City: 52**



**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 12/01/2017 To: 01/01/2017**

# Mayer City



**Total Mayer City: 449**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**  
**From: 12/01/2017 To: 12/31/2017**

# Mayer City



**Total Mayer City: 49**



**Carver County Sheriff's Office  
Monthly Calls for Service  
From: 12/01/2017 To: 12/31/2017**

## Mayer City

### Patrol

#### A Offense

|                          |          |
|--------------------------|----------|
| Assault                  | 1        |
| Property Damage          | 1        |
| Stolen Property Offenses | 1        |
| Theft                    | 3        |
| <b>Total A Offense:</b>  | <b>6</b> |

#### B Offense

|                         |          |
|-------------------------|----------|
| Traffic - alcohol Rel   | 1        |
| Misc - criminal         | 1        |
| <b>Total B Offense:</b> | <b>2</b> |

#### Non Criminal

|                            |           |
|----------------------------|-----------|
| Misc Non-criminal          | 6         |
| Alarm                      | 4         |
| Medical                    | 4         |
| Fire Call                  | 3         |
| Civil Process              | 2         |
| Suspicious Activity        | 1         |
| Open Door                  | 1         |
| Disturbance (Info Only)    | 2         |
| <b>Total Non Criminal:</b> | <b>23</b> |

#### Traffic

|                       |           |
|-----------------------|-----------|
| Traffic - Misc        | 3         |
| Traffic Stop          | 10        |
| Pd Accident           | 4         |
| Driving Complaint     | 1         |
| <b>Total Traffic:</b> | <b>18</b> |

**Total Patrol: 49**

### Administrative

#### Administrative

|                              |          |
|------------------------------|----------|
| GunPermit-CarryNew           | 1        |
| GunPermit-CarryRenew         | 2        |
| <b>Total Administrative:</b> | <b>3</b> |

**Total Administrative: 3**

**Total Mayer City: 52**



# Carver County Sherff's Office

## Arrest Summary

From: 12/01/2017 To: 12/31/2017

### Mayer City

|                                   |   |
|-----------------------------------|---|
| 13C - Intimidation                | 1 |
| 23H - All Other Larceny           | 1 |
| 26C - Impersonation               | 1 |
| 280 - Stolen Property Offenses    | 2 |
| 35A - Drug/Narcotic Violations    | 1 |
| 90D - Driving Under the Influence | 3 |
| 90Z - All Other Offenses          | 2 |

---

|                                                |    |
|------------------------------------------------|----|
| Total Number of Charges Involving All Arrests: | 11 |
| Total Number Individuals Arrested:             | 5  |
| Total Incident With Arrests:                   | 4  |



**Carver County Sherff's Office  
Traffic Citation Summary  
From: 12/01/2017 To: 12/31/2017**

**Mayer City**

|                   |   |
|-------------------|---|
| Speed:            | 1 |
| Total Mayer City: | 1 |



**Carver County Sheriff's Office  
Verbal Warnings  
From: 12/01/2017 to 12/31/2017**

**Mayer City**

|                              |    |
|------------------------------|----|
| Traffic - Misc:              | 1  |
| Traffic Stop:                | 10 |
| Grand Total Verbal Warnings: | 11 |

NIBRS - Activity Codes

| Activity Code  | Descriptor                |                                                                          |
|----------------|---------------------------|--------------------------------------------------------------------------|
| <b>GROUP A</b> |                           |                                                                          |
| AC             | Animal Cruelty            | Abuse or neglect of animal                                               |
| AR             | Arson                     | Intentionally destroy property by fire                                   |
| A              | Assault                   | Altercation between parties where physical harm occurred                 |
| AA             | Aggravated Assault        | Assault where substantial injury is caused or weapon used                |
| BB             | Bribery                   | Offering, giving, receive anything of value to sway judgement            |
| B              | Burglary                  | Unlawful entry into a structure to commit a crime                        |
| CF             | Counterfeiting/Forgery    | Alter, copy, imitation, passing a copy as an original                    |
| P              | Property Damage           | All damage to property                                                   |
| D              | Drugs                     | All drug violations, possession of, sale of, manufacture of              |
| EM             | Embezzlement              | Misappropriation of money, property entrusted to person                  |
| EX             | Extortion/Blackmail       | Unlawful obtain money, property by use or threat of force                |
| U              | Fraud                     | Intentional perversion of truth to obtain money or property              |
| G              | Gambling                  | Unlawful operate, promote or assist in operation of gambling             |
| H              | Homicide                  | Intentional taking of a persons life                                     |
| HT             | Human Trafficking         | Induce a person to perform sex act or labor via force, fraud or coercion |
| K              | Kidnapping                | Unlawful seizure, transport or detain person against their will          |
| T              | Theft/larceny             | Taking of property, stealing                                             |
| V              | Motor Vehicle Theft       | Theft of a motorized vehicle                                             |
| PO             | Pornography               | Manufacture, publish, sell, buy, possess sexually explicit material      |
| PR             | Prostitution              | Unlawfully engage in or promote sexual activity for anything of value    |
| R              | Robbery                   | Taking of property by use of force                                       |
| S              | Sex Offenses              | Forcible sexual assault                                                  |
| SN             | Sex Offenses, Nonforcible | Nonforcible sexual intercourse (incest, statutory rape)                  |
| SP             | Stolen Prop Offenses      | Receive, buy, sell possess, conceal, transport known stolen property     |
| W              | Weapons                   | Violation of manufacture, sale purchase, transport use firearm           |

| <b>GROUP B</b> |                             |                                                                          |
|----------------|-----------------------------|--------------------------------------------------------------------------|
| BC             | Bad Checks                  | Intentional issuance of check against insufficient or nonexistent funds  |
| CL *           | Curfew/Loitering            | Curfew violation/ person remain in area w/o visible means of support     |
| DP *           | Disorderly Conduct          | Behavior tends to disturb public peace/shock public sense of morality    |
| J              | Driving Under Influence     | Traffic stop or accident involving drive under influence                 |
| DR *           | Drunkness                   | Drink alcohol to extent substantial impairs mental and physical function |
| FO             | Family Offense, Non violent | Unviolent acts by family member against another family member            |
| LV             | Liquor Law Viol             | Illegal consumption, sale, possession of liquor                          |
| PT *           | Peeping Tom                 | Secretly look in windows, doorway, keyhole for purpose of voyeurism      |
| RU             | Runaway                     | Juvenile runaway                                                         |
| TR *           | Trespassing                 | Unlawfully enter land, dwelling or other real property                   |
| M              | All Other Offenses          | OFP/Danco violation, Traffic - Hit & run accident                        |
|                |                             | All other offense not included in other A & B classifications            |
| O *            | Ordinances                  | Laws/rules created by county or cities.                                  |
| *              |                             | Use only when Enforcement used (citation or arrest)                      |

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

| <b>NON CRIMINAL</b> |                           |                                                                                                                              |
|---------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Code</b>         | <b>Description</b>        |                                                                                                                              |
| 1                   | Misc. NonCriminal         | Gen law enforcement questions: citizen assists, lost and found property<br>civil disputes, juvenile disciplinary issues, etc |
| 2                   | Unlock Veh/Bldg           | Unlock doors of automobile, residence or business for owners                                                                 |
| 3                   | Alarm                     | Checking on an alarm at a private residence or business                                                                      |
| 4                   | Domestic                  | Verbal argument between parties. Must have relationship. No charges                                                          |
| 5                   | Missing Person            | Missing / Lost person (not runaway)                                                                                          |
| 6                   | Abuse/Neglect - Info only | Abuse or neglect of children or adults                                                                                       |
| 9                   | Animal                    | Animal bites, stray animals. All calls involving animals                                                                     |
| 10                  | Medical                   | Assist persons with medical issues, natural cause deaths                                                                     |
| 11                  | House/Business Check      | Check on residences or business when owners are away from property                                                           |
| 12                  | Assist other Agency       | Assist other law enforcement, state patrol, govt depts, EMT or medical                                                       |
| 13                  | Fire Call                 | Fires and assist to fire departments                                                                                         |
| 15                  | Mental Health             | Suicides, 72 hr holds for mental health issues                                                                               |
| 16                  | Civil Process             | Service of civil papers. Assist with civil standby situations                                                                |
| 17                  | Transport                 | Transport persons for various reasons.                                                                                       |
| 19                  | Warrant Service           | Service of warrant for Carver County and other counties.                                                                     |
| 20                  | Boat & Water              | All incidents involving boats, watercraft and/or lakes                                                                       |
| 21                  | Snowmobile                | All incidents involving snowmobiles                                                                                          |
| 22                  | ATV                       | All incidents involving ATV                                                                                                  |
| 30                  | Suspicious Activity       | Suspicious persons, acts or vehicles. Accidental 911 calls                                                                   |
| 31                  | Open Door                 | Located an open door to a business or residence                                                                              |
| 34                  | Drug - Info Only          | Drug information only                                                                                                        |
| 35                  | Disturbance - Info Only   | Noise complaint, disturbing peace                                                                                            |
| 60                  | Child Custody Dispute     | Incidents involving dispute over child custody                                                                               |

| <b>TRAFFIC RELATED</b> |                         |                                                                                                                         |
|------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Code</b>            | <b>Description</b>      |                                                                                                                         |
| 8                      | Traffic - Misc          | Misc. traffic issues, stalled vehicle, debris on roadway, traffic control,<br>veh in ditch, assists, all parking issues |
| 38                     | Traffic - Stops         | All traffic stops initiated by officers                                                                                 |
| 50                     | Auto Accd - Prop Damage | Auto accident in which only property damage occurred                                                                    |
| 51                     | Auto Accd - MV vs deer  | Auto accident involving a motor vehicle and deer                                                                        |
| 52                     | Auto Accd - Injury      | Auto accident in which injury and property damage occurred                                                              |
| 54                     | Auto Accd - Fatality    | Auto accident in which a fatality occurred                                                                              |
| 80                     | Driving Complaint       | Complaints of bad driving behavior.                                                                                     |

**ADMINISTRATIVE**

| <b>Code</b> | <b>Description</b>         |                                                                            |
|-------------|----------------------------|----------------------------------------------------------------------------|
| 0           | Call Error                 | Calls for service created in error                                         |
| 18          | Warrant Issued             | Warrant issued by Carver County Court Administration                       |
| 23          | Explosive/Firearm Dealer   | Application for a permit for explosives or firearms dealer license.        |
| 24          | Gun Permit - Acquire       | Application for a permit to purchase a handgun.                            |
| 25          | Gun Permit -Carry (new)    | Application for a permit to carry a handgun.                               |
| 26          | Gun Permit - Transfer      | Application for the transfer of a reg. gun from one individual to another. |
| 28          | Gun Permit - Carry (renewa | Application to renew a permit to carry a handgun.                          |
| 32          | Gun Permit - Carry Late Re | Application to renew a permit to carry a handgun after 90 day expiration   |
| 37          | Rec Ck - Immigration       | Records check for updating immigration status                              |
| 39          | Rec Ck - Gambling Permit   | Records check for gambling permit                                          |
| 40          | Rec Ck - Citizen Academy   | Records check for citizens academy                                         |
| 41          | Rec Ck - Adoption          | Records check for adoption                                                 |
| 42          | Rec Ck - Carver Cty Employ | Records check for Carver County employment                                 |
| 43          | Rec Ck - SO Employ         | Records check for Carver County Sheriff's Office employment                |
| 44          | Rec Ck - SO Volunteer      | Records check for Carver County Sheriff's Office Volunteer                 |
| 45          | Rec Ck - DHS               | Records check for Dept of Human Services                                   |
| 46          | Rec Ck - Name Change       | Records check for Name change purposed                                     |
| 47          | Rec Ck - Other Employ      | Records check for other employment                                         |
| 48          | Rec Ck - Individual        | Records check for an individual                                            |
| 49          | Rec Ck - Military          | Records check for the military                                             |
| 61          | License - Day Care         | Records check for a day care license                                       |
| 62          | License - Foster Care      | Records check for a foster care license                                    |
| 63          | License - Liquor           | Records check for a liquor license                                         |
| 64          | License - Massage Parlor   | Records check for a massage parlor license                                 |
| 65          | License - Fireworks        | Records check for fireworks permit                                         |
| 66          | License - Peddler          | Records check for peddlers license                                         |
| 999         | Sealed                     | Records are sealed by Court Order                                          |

**CITY OF MAYER  
RESOLUTION 1-22-18-3**

**RESOLUTION APPROVING CONTRIBUTIONS**

**WHEREAS,** The City of Mayer is generally authorized to accept real contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471.17; and

**WHEREAS,** The following persons and entities have offered to contribute the cash sums set forth below to the City:

| Name of Donor       | Purpose         | Amount     |
|---------------------|-----------------|------------|
| Mayer Baseball Club | Fire Department | \$5,000.00 |

**WHEREAS,** All sums have been contributed to assist the City in the establishment and operation of recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law; and

**WHEREAS,** The City Council hereby finds that it is appropriate to accept the contributions offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA, AS FOLLOWS:**

1. The contributions described above are hereby accepted by the City of Mayer and shall be used to establish and operate recreational facilities and programs within the City's corporate limits either alone or in cooperation with others, as allowed by law.
2. That the City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's contribution.

Adopted by the City Council of the City of Mayer this 22<sup>nd</sup> day of January 2018.

\_\_\_\_\_  
Michael Dodge, Mayor

\_\_\_\_\_  
Margaret McCallum, City Administrator

**CITY OF MAYER  
RESOLUTION 1-22-18-4**

**ADOPTING THE 2018 WAGE INCREASE FOR CITY EMPLOYEES**

**WHEREAS**, The City Administrator has completed performance evaluations for the Public Works and Deputy Clerk Employees, and,

**WHEREAS**, the employee wage for 2018 is effective January 1, 2018 contingent upon a favorable performance evaluation for employee; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAYER, MINNESOTA THAT:** the wages for Public Works, and Deputy Clerk for 2018 hereby be approved as follows:

1. Approve a 3% increase for both public works employees.
2. Approve a 3.5% increase for the Deputy Clerk.

Adopted by the City Council of the City of Mayer this 22<sup>nd</sup> day of January 2018.

\_\_\_\_\_  
Michael Dodge, Mayor

\_\_\_\_\_  
Margaret McCallum, City Administrator

RESOLUTION NO. 1-22-18-5

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF  
MAYER ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mayer, 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 Mayer on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Carver County Sheriff, Jim Olson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Carver County Sheriff, is appointed as the Authorized Representative's designee.

3. That the Carver County Attorney, Mark Metz, 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, Carver County Attorney, is appointed as the Authorized Representative's designee.

4. That Mike Dodge, the Mayor for the City of Mayer, and Margaret McCallum, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 22 day of January, 2018.

CITY OF MAYER

\_\_\_\_\_  
By: Mike Dodge  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Margaret McCallum  
Its City Administrator

**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 Mayer 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](mailto: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 currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If 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 Mark Metz, County Attorney, 600 E 4<sup>th</sup> Street, PO Box 12, Chaska, MN 55318-2102, (952) 361-1400, 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: \_\_\_\_\_  
(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: \_\_\_\_\_

## **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 Mayer 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 136133, 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](http://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](http://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, subsection 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: (1) 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)**

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

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: \_\_\_\_\_

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: \_\_\_\_\_



**CITY OF MAYER, MINNESOTA**

**RESOLUTION 1-22-18-6**

**A RESOLUTION REGARDING THE APPOINTMENT OF SCOTT GUSTAFSON TO THE MAYER FIRE DEPARTMENT**

WHEREAS, the City of Mayer made the decision to appoint members to the Fire Department,

WHEREAS, the City and Fire Department are in need of Firefighters,

WHEREAS, Daniel Lee has passed all requirements of the Mayer Fire Department and the Fire Chief is recommending the appointment of Scott Gustafson,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Scott Gustafson start as a firefighter for the Mayer Fire Department upon approval.

Adopted this January 22, 2018 by the Mayer City Council.

Attest:

---

Janell Gildemeister, Deputy Clerk

---

Mike Dodge, Mayor



**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** January 22<sup>nd</sup>, 2018  
**Item Name:** Skid Loader Replacement  
**Originating Department:** Public Works  
**Presented by:** Kyle Kuntz

**Previous Council Action (if any):**  
**Item Type (X only one):**      Consent      Regular Session       Discussion Session

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)**

A motion approving the replacement of the City's 2014 S590 skid loader.

**EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)**

Staff is proposing the purchase of a new 2018 S650 Bobcat skid steer loader. The skid loader is due for replacement every four years according to the public works CIP. The city's skid steer loader is one of the most important pieces of equipment that the city owns. Staff uses the skid steer for numerous tasks including: snow removal, park projects, lift station maintenance, large deliveries, and compost site maintenance. In order to receive the best trade-in value the city needs to rotate equipment on a routine basis to prevent high hours and costly breakdowns. The skid loader that the city currently owns was purchased in 2014 and has about 480 hours of runtime, and is no longer under factory warranty.

Staff is proposing to purchase the new S650 skid steer loader from Lano Equipment of Norwood in the amount of \$15,100. The S650 skid steer loader is three sizes larger than the city's current S590 skid steer loader. Staff would like to move to a larger machine in order to have increased lifting capabilities, higher lifting capabilities, and more horsepower. If the new machine is not purchased the value of the city's current skid loader will drop, and staff will have to deal with more routine maintenance overall.

| Lano Equipment of Norwood    |          | Arnold's                     |          |
|------------------------------|----------|------------------------------|----------|
| S650                         | \$15,100 | SSV 75                       | \$17,800 |
| S595                         | \$11,700 |                              |          |
| S590                         | \$10,300 |                              |          |
| S590 Trade-in Value \$28,440 |          | S590 Trade-in Value \$36,473 |          |

**FINANCIAL IMPLICATIONS:**  
 Funding Sources & Uses:  
**Capital Outlay \$25,000**

Budget Information:  
 \_\_\_\_\_ Budgeted  
 \_\_\_\_\_ Non Budgeted  
 \_\_\_\_\_ Amendment Required

**ADVISORY BOARD RECOMMENDATIONS:**  
  
  
 Other \_\_\_\_\_

|                       |                     |                     |                    |
|-----------------------|---------------------|---------------------|--------------------|
| <b>Approved</b> _____ | <b>Denied</b> _____ | <b>Tabled</b> _____ | <b>Other</b> _____ |
| <b>Resolution</b>     |                     | <b>Ordinance</b>    |                    |
| <b>No.</b> _____      |                     | <b>No.</b> _____    |                    |







# ARNOLD'S

DATE 1-12-18

Kimball  
320-398-3800

Willmar  
320-235-4898

Glencoe  
320-864-5531

St. Martin  
320-548-3285

Mankato  
507-387-5515

Alden  
507-874-3400

St. Cloud  
320-251-2585

NAME City of Mayer

ADDRESS \_\_\_\_\_

Josh

SALESMAN

PHONE \_\_\_\_\_

| Code | Equipment                                                                                                                                                                                                        | Price       | Code | Equipment        | Price         |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------|------------------|---------------|
| 1    | 2018 SSV 75 HFRK<br>Kubota wheeled skid<br>steer, hydraulic quick<br>coupler, High Flow hydraulics<br>Self-leveling with ride<br>control, Multi-function<br>controls + 14 pin coupler,<br>cab/heat, air, 2 speed | \$55,355.00 |      |                  |               |
| 1    | 77700-06361 air<br>ride seat                                                                                                                                                                                     | \$810.00    |      |                  |               |
| 1    | 77700-06360 wire<br>harness for seat                                                                                                                                                                             | \$53.00     |      | Kubota SSV 75    | \$59,273.00   |
| 1    | Beacon                                                                                                                                                                                                           |             |      | govt d. discount | - \$6,000.00  |
| 1    | AP-HD 74 LLL 74"<br>heavy duty, low profile,<br>long floor, cutting edge,<br>side cutters dirt bucket                                                                                                            | \$1,855.00  |      | bobcat 5590      | - \$36,473.00 |
|      |                                                                                                                                                                                                                  |             |      | sell for         | \$16,800.00   |
|      |                                                                                                                                                                                                                  | \$58,073.00 |      |                  |               |
|      | freight + set up                                                                                                                                                                                                 | \$1200.00   |      |                  |               |
|      |                                                                                                                                                                                                                  | \$59,273.00 |      |                  |               |

| Description Trade-in                    |             | Description Trade-in                                       |  |
|-----------------------------------------|-------------|------------------------------------------------------------|--|
| Bobcat 5590<br>≈ 470 hrs<br>with bucket | \$36,473.00 | \$22,800 trade difference<br>- \$6,000 govt<br>\$16,800.00 |  |
| Trade Difference                        | \$22,800.00 | Trade Difference                                           |  |

**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** January 22<sup>nd</sup>, 2018  
**Item Name:** UTV Snow Plow Purchase  
**Originating Department:** Public Works  
**Presented by:** Kyle Kuntz

**Previous Council Action (if any):**  
**Item Type (X only one):** Consent  Regular Session  Discussion Session

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)**

A motion approving the purchase of a snow plow for the city's Kubota RTV

**EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)**

Staff is proposing the purchase of a new Snow Ex UTV V snow plow. Currently, the city doesn't own a plow for the Kubota RTV. Staff would use the plow to remove snow from: park trails, downtown sidewalks, parking lots, lift stations, cu-de-sacs, and in-between the buildings at the Wastewater Treatment Facility.

Currently, city staff uses the skid loader to remove snow from most of these areas. The Kubota V plow is smaller making it more maneuverable and able to "fit" on the trails/sidewalks better. Some of the city's trails vary in sizes making it difficult to remain on the trail with an 8' snow plow. The Kubota is also a much faster and lighter machine than the skid loader. This will result in less wear and tear on the city's trails and allow staff to move from one area to the next more efficiently. This will also serve as a reliable tool to have if the city plans on putting in an ice skating rink in the near future.

Purchasing the snow plow will also give city staff the ability to utilize the Kubota during the winter months even more. Now that the city has two public works employees. One employee can operate the skid loader while the other operates the Kubota following a snow event.

Staff is proposing to purchase the Snow Ex UTV V snow plow from Bob's Repair in the amount of \$2,892.00.

| Farm Supply               | Bob's Repair                        |
|---------------------------|-------------------------------------|
| Boss UTV V Blade: \$3,800 | Snow Ex UTV V Snow Plow: \$2,892.00 |



|                                                                                                             |                                               |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <p><b>FINANCIAL IMPLICATIONS:</b><br/> Funding Sources &amp; Uses:<br/> <b>Capital Outlay: \$25,000</b></p> | <p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> |
| <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>  | <p>Other _____</p>                            |

**Approved** \_\_\_\_\_ **Denied** \_\_\_\_\_ **Tabled** \_\_\_\_\_ **Other** \_\_\_\_\_  
**Resolution No.** \_\_\_\_\_ **Ordinance No.** \_\_\_\_\_

**BOB'S REPAIR OF MAYER INC.**

6180 HWY 25

PO BOX 99

MAYER MN 55360

952-657-2271

MONDAY-FRIDAY 8:00AM - 6:00PM SATURDAY 8:30AM - 12:00PM

NAPA AUTOCARE CENTER

ASE CERTIFIED TECHNICIANS

1/4/2018 11:03 AM

page 1

Estimate #94449

CITY OF MAYER  
413 BLUEJAY AVE  
MAYER MN 55360

Day Phone : 657-1502  
Cell Number : 952-465-9805 KYLE

Vehicle : 2018 MISC PARTS/REPAIRS

Last Mileage : 0  
Odometer In : 0  
Odometer Out : 0

Created : 1/4/2018 10:18:28 AM

| Qty | Code/Tech* | Reference | Description                                  | Condition              | Unit Price | Price             |
|-----|------------|-----------|----------------------------------------------|------------------------|------------|-------------------|
| 1   |            |           | SNOW EX UTV V SNOW PLOW<br>INSTALL SNOW PLOW |                        | \$2,892.00 | \$2,892.00        |
|     |            |           | Labor                                        |                        |            | \$168.00          |
|     |            |           | Parts                                        |                        |            | \$2,892.00        |
|     |            |           | Sublet/Misc.                                 |                        |            | \$0.00            |
|     |            |           | Shop Supplies                                |                        |            | \$6.72            |
|     |            |           | Charges                                      |                        |            | \$0.00            |
|     |            |           | Sales Tax                                    | Tax @ \$0.00 * 7.3750% |            | \$0.00            |
|     |            |           |                                              | <b>Estimate</b>        |            | <b>\$3,066.72</b> |

I hereby authorize the repair work to be done with the necessary material. You and your employees may operate this vehicle for purposes of testing, inspection, or delivery at my risk.

An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs. It is also understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Estimates are valid for 30 days.