



HAMBURG CITY COUNCIL AGENDA

APRIL 11, 2023

1. **Call City Council Meeting to Order**
 - **Pledge of Allegiance**

2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*

3. **Agenda Review (Added Items) and Adoption**

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve January 2023 Added Claims List (\$169.30)**
 - **Approve Payment of March 2023 Added Claims (\$7,072.13)**
 - **Approve Payment of April 2023 Claims (\$51,370.76)**
 - **Approve Minutes for September 20, 2022, November 17, 2022 & December 8, 2022**
 - **Approve Cash Flow Statement for January 2023**
 - **Approve Time-Off Request for Jeremy Gruenhagen**
 - **Delinquent Utility Bills Report**

5. **Mark Martinson (480 Henrietta Avenue)**
 - **Land Use Application for Variance Request**

6. **Old City Business**
 - **Fire Hydrants**
 - **Offensive Behavior Training – May 1st @ 6:30 PM**
 - **Xcel Energy Transmission Line Rebuild (Green Isle to NYA)**
 - **Clark Environmental Mosquito Management Program**
 - **Fence for City Lot**
 - **PT Seasonal Help for Mowing**

7. **New City Business**
 - **State of MN Joint Powers Agreement (BCA)**
 - **Approve Resolution Number 2023-04**
 - **Approve City On-Sale/Off-Sale/Special Sunday Liquor Licenses for Know It All's Bar & Grill LLC**



***HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2023***

8. City Council Reports

- **Councilmember Mitch Polzin (Streets)**
- **Councilmember Eric Poppler (Parks)**
- **Councilmember Jessica Weber (Buildings)**
- **Councilmember Tim Tracy (Water/Sewer)**
- **Mayor Chris Lund**

9. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2023***

COMMUNITY HALL & PARK ACTIVITIES

- APRIL** 4 – Bongards Creamery (Hall)
 29 – HFDRA Banquet (Hall)
- MAY** 6 – CPA Banquet (Hall)
 13 – Graduation (Park)
 20 – Graduation (Park)
 20 – Wedding Reception (Hall)

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

- APRIL** 1 – Community Center Rental
 2 – 4-H Meeting
 3 – Mayor In Time – 5:00 PM
 3 – Hamburg Lions Board Meeting
 3 – HFD Training
 11 – Hamburg City Council Meeting
 11 – Young America Township Meeting
 15 – Community Center Rental
 16 – HFDRA 8th Annual Windsor Pork Chop Dinner
 17 – Hamburg Lions Club
 24 – Hamburg Fire Dept. (Relief Association) Meeting
- MAY** 1 – Mayor In Time – 5:00 PM
 1 – Hamburg Lions Board Meeting
 1 – HFD Training
 6 – Community Center Rental
 7 – Community Center Rental
 9 – YA Mutual Insurance (CC Rental)
 9 – Young America Township Meeting
 15 – Hamburg Lions Club
 29 – Memorial Day (City Offices Closed)
 30 – Hamburg Fire Dept. (Relief Association) Meeting

2023 January Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - December 2022	\$13.78	1/10/2023
ACH	HealthPartners	Divided	Health Insurance for January 2023	\$2,366.20	1/10/2023
ACH	Google	General Gov't	Email Accounts (14) by Google G Suite	\$168.00	1/10/2023
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for December 2022	\$20.20	1/10/2023
ACH	ZOOM	General Gov't	Video Conferencing Service	\$16.09	1/10/2023
ACH	Janet Shoemaker	Divided	Wages for 12-20-22 to 12-31-22	\$718.33	1/10/2023
ACH	Jeremy Gruenhagen	Divided	January Wages (Rounds)	\$2,314.59	1/10/2023
ACH	Janet Shoemaker	Divided	Wages for 1-02-23 to 1-15-23	\$933.53	2/14/2023
ACH	Jeremy Gruenhagen	Divided	January Wages (Rounds)	\$2,484.22	2/14/2023
ACH	PERA	Divided	PERA Withholding - January 2023	\$122.86	2/14/2023
ACH	PERA	Divided	PERA Withholding - January 2023	\$165.70	2/14/2023
ACH	Verizon Wireless	General Gov't	City Cell Phone/Tablets Data Plan	\$128.96	2/14/2023
ACH	Precious Stier	CC/Hall	Cleaning Service for 1/5/23, 1/8/23, 1/8/23 to 1/10/23, 1/16/23, 1/17/23	\$570.00	2/14/2023
ACH	MN Dept. of Revenue	Divided	Sales & Use Tax for 4th Qtr 2022	\$112.00	2/14/2023
DC	Hamburg Post Office	General Gov't	(2) Roll of Stamps	\$120.00	1/10/2023
DC	Active 911 Inc	Public Safety (FD)	Annual Membership for All Firefighters	\$525.00	1/10/2023
DC	Amazon	Sewer	Dawn Dish Soap for Liftstation	\$17.00	1/10/2023
DC	MPARS	Water	2022 Water Appropriation Fee	\$169.30	2/14/2023
DC	US Postal Service	General Gov't	EDDM Postage for January 13, 2023 Newsletter	\$74.05	2/14/2023
DC	Hamburg Post Office	Water/Sewer	(2) Rolls of PC Stamps	\$88.00	2/14/2023
DC	Amazon	Sewer	Dawn Dish Soap for Liftstation	\$17.00	2/14/2023
DC	MPARS	Water	2022 Water Appropriation Fee	\$169.30	2/14/2023
DC	Amazon	Hall	Iron Hold 39 Gal Trash Bags - 50 Count	\$28.37	2/14/2023
DC	Amazon	CC/Hall	25 Pack Eraser Sponges/USB C Extension Cable for Laptop	\$28.94	2/14/2023
DC	Amazon	Sewer	Dawn Dish Soap for Liftstation	\$17.00	2/14/2023
21451	ASCAP	Hall	2023 Entertainment License	\$420.00	1/10/2023
21452	Bolton & Menk, Inc.	General Gov't	Professional Services for 11-12-22 to 12-9-22 (Public Notice Update for Comp	\$40.00	1/10/2023
21453	CarQuest Auto Parts	Public Safety (FD)	Zip Ties/Elec Tape/Mini Blade 32V 20A	\$32.06	1/10/2023
21454	Carver County (CarverLink)	General Gov't	Internet Services December 2022	\$120.00	1/10/2023
21455	Carver County Attorney's Office	General Gov't	2022 Quarterly Surcharge	\$108.44	1/10/2023
21456	Customized Fire Rescue Training, Inc.	Public Safety (FD)	NFPA1033 Firefighter's Role/Electric & Hybrid Vehicle Emergencies	\$950.00	1/10/2023
21457	ECM Publishers, Inc.	General Gov't	PW Maintenance Worker Ad	\$233.50	1/10/2023
21458	Bond Trust Services Corporation	Debt Service	Final Payment for General Obligation Improvement Bond, Series 2007A	\$15,333.75	1/10/2023
21459	Gopher State One Call	Water/Sewer	December Locates (3 Billable Locate Requests at \$1.35 each)	\$4.05	1/10/2023
21460	Herald Journal Publishing	General Gov't	PW Maintenance Worker Advertisements (December 2022)	\$277.50	1/10/2023
21461	Loffler Companies, Inc.	General Gov't	Copies for December	\$73.53	1/10/2023
21462	Per Mar Security Services	Water	Base Alarm Monitoring for Water Treatment Plant 1-24-23 to 04-23-23	\$96.66	1/10/2023
21463	Plunkett's Pest Control Inc.	CC/Hall	City Hall/Fire Department/Hall Service Date 1-06-23	\$148.86	1/10/2023
21464	Security Bank & Trust Co.	Debt Service	Principal/Int - G.O. Public Utility Revenue Refunding Bonds, Series 2019B	\$66,562.50	1/10/2023
21465	USA Blue Book	Water	(4) 1/2" PVC Compact Ball Valve/Freight & PVC Pipe Nipple	\$69.18	1/10/2023
21466	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for December 2022	\$2,062.50	1/10/2023
21467	Wm Mueller & Sons, Inc.	Public Works (Streets)	Snow Removal for January	\$4,269.25	1/10/2023
21468	ZOOM	General Gov't	Video Conferencing Service (Printing Error)	\$16.09	1/10/2023
Debit	Security Bank & Trust Co.	Water/SS/Sewer	Returned ACH Payment for Utility Bill	\$127.28	1/10/2023
				\$102,148.18	
			January Claims	\$97,208.25	1/10/2023
			Added January Claims	\$5,109.23	2/14/2023
			Added January Claims	(\$169.30)	4/11/2023
				\$102,148.18	
			QB Expenses	\$102,148.18	

2023 March Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - February 2023	\$2,121.98	3/21/2023
ACH	MN Dept of Revenue	Divided	State Withholding Tax Payment - February 2023	\$351.00	3/21/2023
ACH	PERA	Divided	PERA Withholding - February 2023	\$194.66	3/21/2023
ACH	PERA	Divided	PERA Withholding - February 2023	\$906.68	3/21/2023
ACH	PERA	Divided	PERA Withholding - March 2023	\$170.74	3/21/2023
ACH	PERA	Divided	PERA Withholding - March 2023	\$338.52	4/11/2023
ACH	PERA	Divided	PERA Withholding - March 2023/Late Fee (\$10)	\$575.77	4/11/2023
ACH	PERA	Divided	PERA Withholding - March 2023	\$878.68	4/11/2023
ACH	HealthPartners	Divided	Health Insurance for March 2023	\$2,366.20	3/21/2023
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$168.00	3/21/2023
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.17	3/21/2023
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for February 2023	\$35.50	3/21/2023
ACH	Verizon Wireless	Gen Gov't/PS (FD)	City Cell Phone/iPads for HFD	\$129.04	3/21/2023
ACH	Jeremy Gruenhagen	Divided	March Wages (Rounds)	\$2,245.24	3/21/2023
ACH	Jan Shoemaker	Divided	Wages 2/13/23 to 2/26/23	\$946.94	3/21/2023
ACH	Precious Stier	Divided	Clean Hall 2/17, 2/20, 2/28	\$450.00	3/21/2023
ACH	Jan Shoemaker	Divided	Wages 2/27/23 to 3/12/23	\$1,097.38	3/21/2023
ACH	Jason Buckentin	Divided	Wages 2/27/23 to 3/12/23	\$278.47	3/21/2023
ACH	Jan Shoemaker	Divided	Wages 3/13/23 to 3/26/23	\$1,101.24	4/11/2023
ACH	Jason Buckentin	Divided	Wages 3/13/23 to 3/26/23	\$1,735.17	4/11/2023
ACH	Jeremy Gruenhagen	Divided	March Wages (Rounds)	\$2,351.02	4/11/2023
ACH	Xcel Energy	Divided	XCEL ENERGY Bill 00053491844	\$2,165.47	3/21/2023
ACH	Xcel Energy	Divided	XCEL ENERGY Bill 00051366837	\$330.58	3/21/2023
ACH	Xcel Energy	Divided	XCEL ENERGY Bill 00130099230	\$176.37	3/21/2023
ACH	Xcel Energy	Divided	XCEL ENERGY Bill 00053491855	\$2,603.00	3/21/2023
ACH	Xcel Energy	Divided	XCEL ENERGY Bills	\$4,546.83	3/21/2023
ACH	Deluxe	General Gov't	Checks for Checking Account (1,200)	\$511.77	3/21/2023
DC	IDRIVE.Com	General Gov't	Data Backup Program for City Computers	\$99.50	3/21/2023
DC	Hamburg Post Office	Water	Water Samples	\$34.15	3/21/2023
DC	Hamburg Post Office	General Gov't	2 Rolls of Postcard Stamps	\$96.00	3/21/2023
DC	Hamburg Post Office	General Gov't	Post Office Box Renewal	\$114.00	3/21/2023
DC	US Postal Service	General Gov't	EDDM Postage for March 24, 2023 Newsletter	\$75.03	4/11/2023
DC	Amazon	General Gov't	Amazon Basics Copy Paper (10 Reams)	\$49.99	3/21/2023
DC	Amazon	General Gov't	Business Hour Open Closed Sign	\$7.99	3/21/2023
DC	Amazon	Hall	Turbo Bee 12oz Cups (960 Cups)	\$55.83	3/21/2023
DC	Amazon	CC/Hall	Zep Streak-Free Glass Cleaner (Case of 4)	\$14.99	3/21/2023
DC	Amazon	Sewer	Dawn Platinum Dish Soap (Liftstation)	\$16.70	3/21/2023
DC	Amazon	CC/Hall/Shop	Garbage Bags/Dawn Dish Soap/Gloves/Desk Calendar	\$58.50	3/21/2023
DC	Amazon	Hall	Chicago Replacement Part for Sink (Hall Closet Sink)	\$26.99	3/21/2023
DC	Amazon	CC/Shop	Bissell Vacuum/Pressure Washer Gun Wand	\$114.98	3/21/2023
DC	Amazon	Sewer	Dawn Platinum Dish Soap (Liftstation)	\$16.70	4/11/2023
21511	Printing Error	Printing Error	Printing Error	Printing Error	3/21/2023
21512	Abdo	General Gov't	Certified Audit Services per Agreement for Year ended 12/31/2022	\$14,300.00	3/21/2023
21513	Business Essentials	CC/Park/Hall	Hardroll Paper Towels, Trash Liners	\$384.94	3/21/2023
21514	C.C.F.D.M.A.A.	Public Safety (FD)	Annual Membership Dues FY 2022	\$800.00	3/21/2023
21515	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for March 2023	\$33.13	3/21/2023
21516	Core & Main	Water/Sewer	Annual Support Contract	\$2,500.00	3/21/2023
21517	Diversified Technology Corp.	Water/Sewer	New Operator Training	\$600.00	3/21/2023
21518	ECM Publishers, Inc.	General Gov't/Hall	PW Maintenance Worker Ad 01/05/2023 - Bridal Guide Ad	\$508.00	3/21/2023
21519	Halfmoon Technologies	General Gov't	Domain Name Renewal Fee 1 Year - 12 Months of Website Hosting	\$230.00	3/21/2023
21520	Home Solutions	Comm. Ctr.	(2) 40lb Bags Clean/Prot Pellets/Keys	\$66.48	3/21/2023
21521	Jason Buckentin	General Gov't	Mileage Reimbursement (53 miles)	\$34.72	3/21/2023
21522	Lano Equipment	City Shop	Clips for Toolcat/Oil Filter	\$12.87	3/21/2023
21523	Loffler Companies, Inc.	General Gov't	Copies for January/February 2023	\$220.16	3/21/2023
21524	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for February 2023	\$626.35	3/21/2023
21525	Menards	Divided	Tool Holders/Light Bulbs/Furnace Filters/Salt/Shelving/Brackets	\$357.98	3/21/2023
21526	METRONET.	Divided	Fiber Phone Service for 3/16/23 to 4/15/23	\$75.34	3/21/2023
21527	MN Department of Health	Water	1st Qtr. 2023 Water Supply Service Connection Fee (216 x \$9.72)	\$524.00	3/21/2023
21528	MNSPECT, LLC	Public Safety	Building Inspection Fees for February 2023	\$113.13	3/21/2023
21529	MPCA	Sewer	Municipal Permit Annual Fee - 2022 Annual Permit Fee for WWTP	\$345.00	3/21/2023
21530	Municipal Emergency Services, Inc	Public Safety (FD)	Hydrant Bag Set Up (Hydrant Bag with Tough Bottom) - TecGen Coat/Pa	\$5,963.06	3/21/2023
21531	Nick Jorgenson	Water	Close Out Utility Billing Account	\$133.06	3/21/2023
21532	Plunkett's Pest Control Inc.	Comm. Ctr.	City Hall and Fire Department Service Date 3-07-23	\$42.13	3/21/2023
21533	Precious Stier	Divided	Clean Hall 03/01/23	\$90.00	3/21/2023
21534	Viking Bottling Co.	Hall	Pop & CO2 Cannisters for Hall	\$573.00	3/21/2023
21535	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for February 2023	\$1,983.75	3/21/2023
21536	Wm Mueller & Sons, Inc.	Public Works	Snow Removal for March 2023	\$1,555.00	3/21/2023
				\$62,096.87	
			March Claims	\$55,024.74	3/21/2023
			Added March Claims	\$7,072.13	4/11/2023
				\$62,096.87	

2023 April Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - March 2023	\$3,335.14	4/11/2023
ACH	MN Dept. of Revenue	Divided	March 2022 State Withholding Tax Payment	\$575.00	4/11/2023
ACH	PERA	Divided	PERA Withholding - March 2023	\$878.68	4/11/2023
ACH	HealthPartners	Divided	PERA Withholding - April 2023	\$2,366.20	4/11/2023
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for March 2023	\$50.80	4/11/2023
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$168.00	4/11/2023
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.17	4/11/2023
ACH	Jeremy Gruenhagen	Divided	April Wages	\$2,213.32	4/11/2023
ACH	Kwik Trip	Public Safety (FD)	Fuel for March 2023	\$51.15	4/11/2023
ACH	Verizon Wireless	Gen Gov't/PS (FD)	City Cell Phone/iPads for HFD	\$129.04	4/11/2023
DC	Amazon	Divided	Breaker Bar/Torque Wrench/Socket Set/Dry Erase Board/Mic C	\$183.14	4/11/2023
DC	Hamburg Post Office	Water/Sewer	2 Rolls of PC Stamps	\$96.00	4/11/2023
DC	Global Industries	General Gov't	Floor Scrubber	\$4,062.05	4/11/2023
21537	Bound Tree Medical, LLC.	Public Safety (FD)	Medical Supplies	\$450.93	4/11/2023
21538	Carver County (Sheriff's Office)	General Gov't	Background Check for Baseball Club Liquor License	\$100.00	4/11/2023
21539	Carver County Attorney's Office	General Gov't	2023 Quarterly Surcharge/Fines Collected	\$255.05	4/11/2023
21540	Coordinated Business Systems, Ltd.	General Gov't	Monthly Equipment Base Rate for 02/01/2023 to 03/31/2023	\$116.46	4/11/2023
21541	Diversified Technology Corp.	Water/Sewer	Cloud Based Water Program Service April to March 2024	\$3,000.00	4/11/2023
21542	ECM Publishers, Inc.	General Gov't	PT Help Ad for PW Maintenance Worker (Mowing)	\$231.50	4/11/2023
21543	Gopher State One Call	Water/Sewer	March 2023 Locates (2 Locate Requests at \$1.35 each)	\$4.05	4/11/2023
21544	Home Solutions	General Gov't	Sump Pump/Push Broom/Grain Scoop/Locks	\$354.94	4/11/2023
21545	Jason Buckentin	General Gov't/PW	Steel Pipe Wrench/Cut Off Wheel/Spotlight/Pants/Boots	\$480.62	4/11/2023
21546	Loffler Companies, Inc.	General Gov't	March Copies	\$102.35	4/11/2023
21547	Mayer Lumber Company	General Gov't Bldgs	Materials for City Shop Shelving	\$508.59	4/11/2023
21548	Minnesota Pump Works	Sewer	Service Call 3/31/2023 to Grinder Station Float/Pump Issues	\$1,103.90	4/11/2023
21549	MNSPECT, LLC	Public Safety	Building Inspection Fees for March	\$291.25	4/11/2023
21550	Municipal Emergency Services, Inc	Public Safety (FD)	4 Air Paks/5' Yell Nitrex X 25' Storz	\$24,574.92	4/11/2023
21551	MVTL Labs, Inc.	Sewer	Quarterly Influent Sample 3/30/23	\$151.25	4/11/2023
21552	North American Safety, Inc.	Public Works	5 Performance Shirts/2 Fleece Pullover Hoodies	\$144.93	4/11/2023
21553	Per Mar Security Services	Water	Base Alarm Monitoring for WTP 4-24-2023 to 7-23-2023	\$104.40	4/11/2023
21554	Plunkett's Pest Control	CC/Hal	City Hall/FD Service/Comm Hall Pest Control 4/07/23	\$148.86	4/11/2023
21555	Rec Tech Sales & Service	General Gov't Bldgs	Blower Backpack/Oil Filters/Air Filter/Fuel Filter/Belts	\$1,067.53	4/11/2023
21556	Total Compliance Solutions, Inc.	General Gov't	UD Services for Jason Buckentin	\$65.00	4/11/2023
21557	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for March 2023	\$1,727.50	4/11/2023
21558	Wendell & Joan Stuewe	Water	Refund for Final Water Bill (Overpaid)	\$138.02	4/11/2023
21559	West Metro Mechanical	General Gov't Bldgs	Repair SE Furnace Stack on Fire Hall 4/10/23	\$580.00	4/11/2023
21560	Wm Mueller & Sons, Inc.	Public Works/Sewer	Snow Removal/Gas & Diesel for City Vehicles	\$1,543.02	4/11/2023
				\$51,370.76	



***HAMBURG CITY COUNCIL SPECIAL MEETING
SEPTEMBER 20, 2022***

Mayor Chris Lund called the Budget Workshop to order at 6:00 p.m. Those in attendance were Councilmembers Jason Buckentin, Eric Poppler, Tim Tracy and Jessica Weber. City Clerk Jeremy Gruenhagen Deputy Clerk Tamara Bracht, and Public Works Brandon Bracht.

City Clerk Gruenhagen reviewed various budget items on the Budget Wish List. Gruenhagen noted items in red are in the 2022 or included in the 2023 budget and items in black are for consideration for 2023 Budget.

Council discussed the 2023 Budget Wish List and the following items were added to the 2023 Proposed Budget:

- Broom Attachment (Toolcat) - \$6,600
- Gas Powered Pressure Washer - \$600
- New 1 Ton Truck - \$65,000
- Dump Trailer - \$10,000
- Grass Lawn Sweeper - \$400
- Shelving for City Shop - \$1,500
- Block Plate/Mulch Kit for Mower - \$500
- Various Tools - \$3,000 (Reduced \$500)
- New Lawn Mower - \$15,000
- Tool Box for City Shop - \$1,000
- HFDRA Benefit Level Increase (City Contribution) - \$5,104
- Clothing Allowance – Increased from \$250 to \$500
- Water Chemicals Increase – 25%
- Equipment Replacement Fund - Increased from \$5,000 to \$10,000

City Council will make the final cuts to the Preliminary Budget at the September 27, 2022 Council Meeting.

Mayor Lund closed the Budget Workshop at 6:53 pm.

Amended/Approved on March 22, 2023



Jeremy Gruenhagen
City Clerk/Treasurer



**HAMBURG CITY COUNCIL SPECIAL MEETING
NOVEMBER 17, 2022**

Mayor Chris Lund called the Canvass Board Meeting to order at 5:00 pm to adopt Resolution 2022-13, Resolution to certify the results of November 8, 2022 General Election. Those in attendance were: Councilmembers Eric Poppler, Jessica Weber, and City Clerk Jeremy Gruenhagen.

Canvass Board Meeting

- November 8, 2022 General Election Results
 - **City of Hamburg Results:**
 - Mayor**
 - 50 Votes Richard Odom
 - 224 Votes Christopher Lund
 - 5 Write-in Votes
 - Council Member at Large (Elect 2)**
 - 41 Votes Anthony Van Haften
 - 175 Votes Eric Poppler
 - 37 Votes Kevin Subart
 - 71 Votes Richard Malz
 - 168 Votes Mitch Polzin
 - 2 Write-in Votes
- Adopt Resolution Number 2022-13 (General Election Results)

MOTION: Councilmember Jessica Weber moved to approve Resolution 2022-13 as read. Seconded by Councilmember Eric Poppler. Motion was approved by all members present.

MOTION: Councilmember Eric Poppler moved to adjourn the City Council Meeting at 5:02 pm. Seconded by Councilmember Jessica Weber. Motion was approved by all members present.

Amended/Approved on March 23, 2023



Jeremy Gruenhagen
City Clerk/Treasurer



***HAMBURG CITY COUNCIL SPECIAL MEETING
DECEMBER 8, 2022***

Mayor Chris Lund called the Special Meeting to order at 6:31 pm the order of business is to extend an offer of employment for the Public Works position. Those in attendance were: Councilmembers Eric Poppler, Jason Buckentin, Tim Tracy, and City Clerk Jeremy Gruenhagen.

The Personal Committee completed interviews for the Deputy Clerk position and recommended hiring Janet Shoemaker for the Deputy Clerk position.

MOTION: Councilmember Tim Tracy moved to offer the contingent offer of employment to Janet Shoemaker for the Deputy Clerk/ Utility Billing Clerk position. Seconded by Councilmember Eric Poppler. Motion was approved by all members present.

The original contingent offer of employment for the Public Works position was not accepted. The Personal Committee recommended to offer the Public Works position to Jeff Kemps.

MOTION: Councilmember Eric Poppler moved to offer the contingent offer of employment to Jeff Kemps for the Public Works position. Seconded by Councilmember Jason Buckentin. Motion was approved by all members present.

MOTION: Councilmember Jason Buckentin moved to adjourn the City Council Meeting at 6:32 pm. Seconded by Councilmember Eric Poppler. Motion was approved by all members present.

Amended/Approved on March 23, 2023



Jeremy Gruenhagen
City Clerk/Treasurer

	Beginning Balance 1/1/2023	2023 Budget Income	2023 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 1/31/2023
General Fund	\$488,662.51	\$598,786.00	\$598,786.00	\$488,662.51	\$9,511.53	\$14,165.64	\$484,008.40
General Gov't							
Public Safety (Fire Dept.)							
Public Works (Streets)							
Sanitation & Recycling							
Parks & Recreation							
Comm. Hall							
Special Revenue Funds	\$599,033.78	\$7,155.00	\$6,000.00	\$600,188.78	\$0.00	\$0.00	\$599,033.78
City Of Hamburg (Savings)	\$565,203.67	\$1,000.00	\$6,000.00	\$560,203.67	\$0.00	\$0.00	\$565,203.67
Fire Equipment CD	\$33,830.11	\$6,155.00	\$0.00	\$39,985.11	\$0.00	\$0.00	\$33,830.11
Debt Service	\$9,158.40	\$30,918.85	\$40,076.75	\$0.50	\$0.00	\$15,333.75	(\$6,175.35)
Total (Tax Revenue Funds)	\$1,096,854.69	\$636,859.85	\$644,862.75	\$1,088,851.79	\$9,511.53	\$29,499.39	\$1,076,866.83
Enterprise Funds							
Water	\$100,561.11	\$279,390.21	\$282,312.53	\$97,638.79	\$14,468.26	\$7,384.02	\$107,645.35
Sewer	\$294,737.04	\$75,016.76	\$75,806.38	\$293,947.42	\$5,178.06	\$2,834.93	\$297,080.17
Storm Water	\$98,644.81	\$72,309.60	\$69,046.88	\$101,907.53	\$5,843.48	\$62,429.84	\$42,058.45
Total (Enterprise Funds)	\$493,942.96	\$426,716.57	\$427,165.79	\$493,493.74	\$25,489.80	\$72,648.79	\$446,783.97
Totals	\$1,590,797.65	\$1,063,576.42	\$1,072,028.54	\$1,582,345.53	\$35,001.33	\$102,148.18	\$1,523,650.80
	Remaining Balance 1/1/2023	Remaining Assessment 1/1/2023	Cash & Investments	2023 Principle Payments	Date Due	Maturity Date	Unfunded Balance 1/31/2023
Debt Summary							
1992 Streets	\$0.00	\$1,126.85	\$0.00	\$0.00		2012	(\$1,126.85)
2007 Streets	\$15,000.00	\$0.00	\$3,778.00	\$15,000.00	2/11/22 & 8/1/22	2/1/2023	(\$3,778.00)
Cert. of Indebtedness (2018 Pumper)	\$22,800.00	\$0.00	\$5,381.00	\$22,800.00	10/31/2022	10/31/2023	(\$5,381.00)
Water Wells Project	\$0.00	\$0.00	\$0.00	\$0.00	2/20/22 & 8/20/22	8/20/2022	\$0.00
Water Treatment Plant	\$116,000.00	\$0.00	\$0.00	\$57,000.00	2/20/22 & 8/20/22	8/20/2024	\$59,000.00
Sanitary Sewer Improvements	\$88,088.23	\$36,654.78	\$0.00	\$16,000.00	2/20/22 & 8/20/22	8/20/2030	\$35,433.45
Storm Water Improvements	\$670,000.00	\$0.00	\$0.00	\$60,000.00	2/11/22 & 8/1/22	2/1/2032	\$610,000.00
Water Tower/Water Main Imp Project	\$1,264,000.00	\$0.00	\$0.00	\$51,000.00	2/20/22 & 8/20/22	8/20/2044	\$1,213,000.00
Totals	\$2,175,888.23	\$37,781.63	\$9,159.00	\$221,800.00			\$1,907,147.60

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: April 10, 2023

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: April 21st

April 24th

May 5, 2023

How many **Vacation** hours will be used? 24

How many **Compensation** hours will be used? 0

Is there a **Holiday** during your time off? No

Will there be any time off **without pay**? No

Will there be any scheduled **Sick Leave** used? No

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: April 11, 2023

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen 4-10-23
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



City of Hamburg MN Accounts Receivable Past Due Report

At Least 1 Day Past Due

As Of April 10, 2023

<u>By Amount Due Range</u>			<u>By Past Due Range</u>		
<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>	<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>
			9	1 to 30	947.37
6	\$000.00 - \$100	390.67	4	over 30	813.65
6	\$100.01 - \$200	788.91	1	over 60	292.66
4	\$200.01 - \$300	1,145.90	1	over 90	271.80
<u>4</u>	over 120 days	<u>4,294.68</u>	<u>4</u>	over 120	<u>4,294.68</u>
20		Total 6,620.16	19	Total	6,620.16

<u>By Customer #</u>						
<u>Customer #</u>	<u>Past Due</u>	<u>1 to 30</u>	<u>over 30</u>	<u>over 60</u>	<u>over 90</u>	<u>over 120</u>
10-02490-00	454.96	91.08	100.19	109.30	125.12	29.27
10-03619-00	292.66	113.73	134.01	44.92	0.00	0.00
10-06190-01	178.97	152.56	26.41	0.00	0.00	0.00
10-06418-00	282.14	138.17	143.97	0.00	0.00	0.00
10-07618-00	1,145.52	146.09	167.82	157.85	226.99	446.77
10-07630-00	91.08	91.08	0.00	0.00	0.00	0.00
10-07641-00	95.93	95.93	0.00	0.00	0.00	0.00
10-09321-00	76.73	76.73	0.00	0.00	0.00	0.00
10-09350-00	188.16	188.16	0.00	0.00	0.00	0.00
10-09420-00	271.80	116.02	30.00	0.00	125.78	0.00
10-09451-00	1,842.92	0.00	0.00	0.00	0.00	1,842.92
10-11745-00	53.24	0.00	53.24	0.00	0.00	0.00
10-11846-00	107.26	107.26	0.00	0.00	0.00	0.00
10-11911-00	115.35	115.35	0.00	0.00	0.00	0.00
10-14320-00	59.65	59.65	0.00	0.00	0.00	0.00
10-14410-00	851.28	100.79	110.87	115.13	130.44	394.05
10-15801-00	199.17	199.17	0.00	0.00	0.00	0.00
10-17610-00	14.04	14.04	0.00	0.00	0.00	0.00
10-17613-00	299.30	139.62	159.68	0.00	0.00	0.00
	6,620.16	1,945.43	926.19	427.20	608.33	2,713.01

City of Hamburg Land Use Application

Applicant Information:

Name <i>Jim Winkels</i>	Address <i>8095 Laketown Pkwy</i>	City <i>Waconia</i>	State/Zip <i>MIN 55387</i>
Home Phone	Email <i>jim@vividhomes.co</i>	Cell <i>952-412-0094</i>	Other Phone

Location of Property: (attach a separate sheet if necessary)

Street Address if known: <i>480 Henrietta Ave</i>	Addition:
Property ID# <i>45, 0500250</i>	Lot: Block:
Type of Use:	Property Size: (acres or square feet)

Property Owner Information:

Do you Own the Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no please fill in the information below)			
Owners Name(s) <i>Mark Martinsen</i>	Address <i>480 Henrietta Ave</i>	City <i>Hamburg</i>	State/Zip <i>MIN 55339</i>
Home Phone <i>612-310-4264</i>	Fax	Cell <i>612-310-4264</i>	Other Phone

Land Use Request & Fee Amt: (please check any that apply)

<input checked="" type="checkbox"/>	Variance	\$300.00	Minor Subd 3 or less - \$300.00
	Conditional Use	\$300.00	Subd. Sketch Plan - No Fee
	Land Disturb/Fill	\$50.00	Subd Prel. Plat - \$300/+\$5 per lot
	Rezoning	\$300.00	Subd Final Plat - \$300/+\$5 per lot
	Comp Plan Amend	\$300 ea.	Park Dedication Fees - 10% Land or \$300 per lot
	Other: _____		Subd Deposit for Prof. fees - \$1,000.00

Brief Description of Request (Please attach a site plan showing existing and proposed feature. Attach separate sheets if necessary, including Variance Rationale, if necessary):


Requesting variance to Front & Rear Setbacks per attached drawing.

NOTICE OF FEES: The Property Owner and Applicant shall reimburse the city for all costs that it incurs in reviewing, investigating, and administering the application for land use permit[s] in amounts provided in the Fee Schedule. Such Costs may include, but are not limited to, direct city payroll and overhead costs, fees paid to consultants and other professionals, including attorneys and engineers, and the cost of printing, mailing and supplies. These Fees are due immediately upon billing by the City. Bills shall be mailed to the address above and shall also be emailed. The city shall provide, upon request, an itemized statement of the various costs incurred by the city. The city may deny final action on a land use application and/or rescind prior action until all Fees are paid; unless the provisions of Minn. Stat. 462.353, Subd. 4(d) are utilized and the deposit contemplated therein is made. The city may require additional deposits, if deemed necessary.

If there is both an Applicant and Owner, they shall be jointly and severally responsible for all fees incurred.

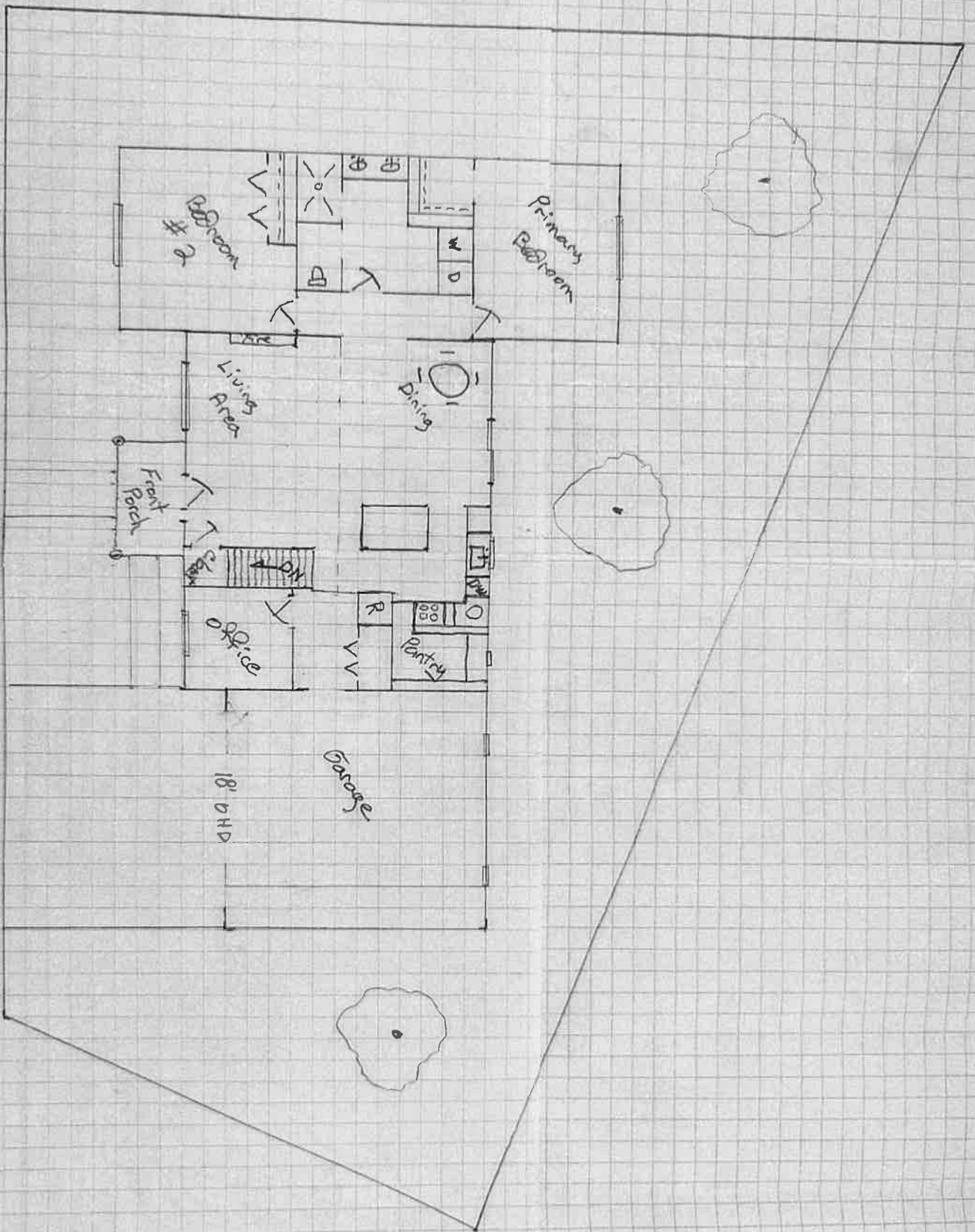
PROPERTY ENTRY. The Property Owner and Applicant agrees to allow city staff, commission members, and council members access to the property, at reasonable times after reasonable notice to the Property Owner and Applicant by mail, email or verbal notification. Notice shall be provided at least 48 hours before desired entry. Any entry onto the Property is for the limited purpose of viewing the Property related to the Application made herein.

I acknowledge that I have read the above statement and agree to the terms set forth above, including the responsibility for Fee reimbursement. I fully understand that I am responsible for all costs incurred by the City in the processing and reviewing of this application.

 _____ and  _____
Applicant Signature Owner Signature

Dated this 3th day of April, 2023.

*If this application requires a public hearing, it will be your responsibility to get a list of property owners within 350 feet of the outside boundaries of the property as noted above. This list can be obtained from Carver County GIS Services @ 952-361-1556.



2' scale

1632 sq ft

Full Basement

Tim R. R.



414 Nicollet Mall
Minneapolis, Minnesota 55401-1993

April 5, 2023

HAMBURG CITY
181 BROADWAY AVE
HAMBURG, MN 55339

RE: Xcel Energy 69kV Transmission Line 0717 Rebuild Project Green Isle – Norwood Young America

Dear Landowner:

The purpose of this letter is to inform you of upcoming construction activities to rebuild Xcel Energy's existing 69,000-volt (69kV) transmission line between Green Isle, Hamburg, Norwood Young America, MN. Please see the enclosed map which highlights the existing transmission line to be rebuilt.

You are receiving this letter because you own property on which construction activities will occur or you own property adjacent to where the work will occur. Construction activities are scheduled to begin in Spring 2024 but is subject to change. Xcel Energy is initiating communication now to allow ample time for inquiries and preparation by all parties involved.

In order to properly engineer and design the transmission line, geotechnical soil boring surveys will be conducted in select locations starting in April 2023. Xcel Energy has hired American Engineering Testing, Inc. (AET) to conduct the geotechnical soil boring surveys. Each soil boring will take a few hours to complete.

Please review the enclosed Project Fact Sheet for additional project details. Thank you in advance for your cooperation and assistance with this project. Please feel free contact me with any questions or concerns.

Sincerely,

Seth Wight

Seth Wight
Xcel Energy | Responsible By Nature
Land Rights Agent
414 Nicollet Mall, Minneapolis, MN 55401
P: 612.342.8926 C: 651.955.5104
E: seth.j.wight@xcelenergy.com

Enclosures:
Project Map
Project Fact Sheet

Transmission Line 0717 Phase Green Isle to Norwood Young America Fact Sheet

Xcel Energy is planning to rebuild the 69,000-volt (69kV) transmission line between Green Isle and Norwood Young America MN. This project will result in the improvement and reliability for the transmission circuit within the area.

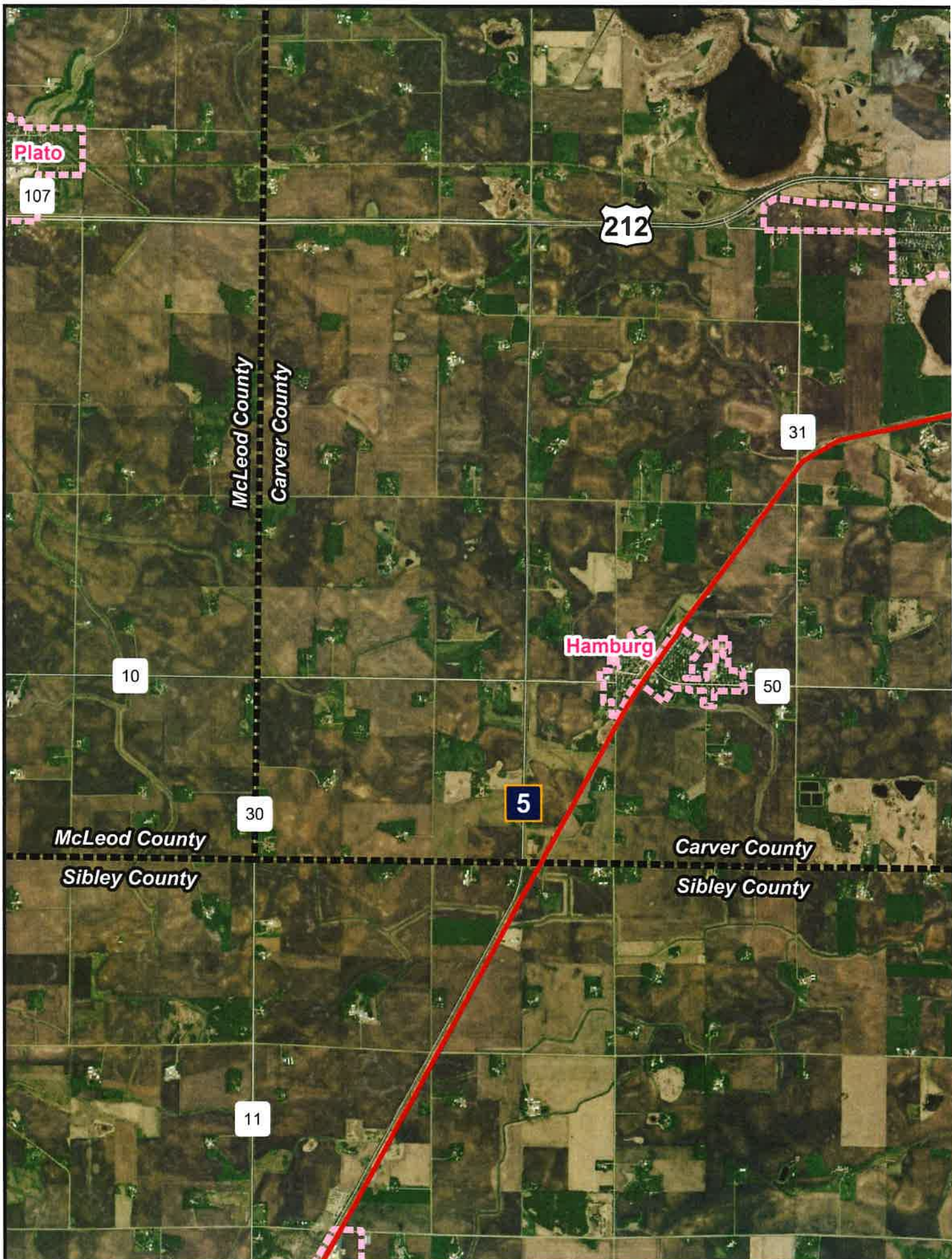
Project Information

- The approximate length of the Project is 8 miles. - *End of Life Rebuild*
- The line will be rebuilt along the existing alignment.
- There will be no change in voltage to the transmission line.
- Approximate Construction Schedule: Begin construction in the Spring of 2024 and complete construction and restoration in the Summer of 2024.
- All the construction work will occur within existing easement rights or in road right-of-way but there will be locations needing additional or modified easements.
- Xcel Energy civil construction crews will handle restoration work after line construction is complete – all damage claims will be addressed at the completion of the project.
- This project will be a pole-for-pole replacement. The number of existing structures will match the number of new structures. This is due to multiple underbuild and underground attachments to existing structures.
- The average span length is 269 feet. This is kept the same as existing in agricultural lands due to blowout clearances to the railroad that runs parallel to this line.
- The average existing structure height is 50 feet. - *increase 10-15 Ft - Wood Poles*
- The average new structure height is 60 feet. This is due in part to the updated NESC clearance requirements but mostly due to the Xcel standards that do not have 69kV phase spacing therefore 115kV phase spacing is required.

Enclosed Project Map

- The transmission line rebuild is indicated on the enclosed map.

Ⓢ Any one within 50 ft receive written notice







**Clarke Environmental Mosquito Management, Inc.
2023 Professional Services Outline for City of Hamburg
Environmental Mosquito Management Program**

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage for The City of Hamburg
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels including NPDES Standards
- H. All Clarke ULV Spray Trucks are equipped with both Real Time GPS Tracking as well as the ability to pull past spray events to prove speed, amount applied, dosage, etc. by address to assist with citizen's concerns

Part II. Adult Control

- A. Adulticiding in Residential Areas: Community-wide truck ULV treatment of all City Streets and Alleys using Biomist® or synthetic pyrethroid insecticide: Any additional authorized treatments beyond the core program will be priced at \$325.00 per treatment.

15 – Weekly Treatments...\$285.00per = \$4,275.00

- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.
 - 5. All ULV Trucks have GPS recording in case of citizen complaints.

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.
2023 Client Agreement Authorization for City of Hamburg
Environmental Mosquito Management Program**

I. Program Payment Plan: For Parts I and II as specified in the 2023 Professional Services Cost Outline. The payments will be due on June 1, July 1, and August 1 of 2023 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The City of Hamburg has the option to extend this program for 2024 and 2025 at rates not to exceed a 3% annual increase. New areas to be covered in 2024 - 2025 will be pro-rated to the program price at the rates in effect at the time.

ESTIMATED PROGRAM PAYMENT PLAN

- 15 – Weekly Treatments...\$285.00 per = \$4,275.00
Invoiced June 1, July 1, and August 1 @ \$1,425.00 per month

** Minnesota sales tax is not included in above pricing and will be added at time of invoicing unless Sales Tax Exemption Certificate is on file **.

** When making payment up front in full please add 6.875% for tax

II. Approved Contract Period and Agreement:

Please check one of the following contract periods:

- 2023 Season
- 2023 – 2025 Seasons (Price not to exceed 3% over previous year)

For City of Hamburg:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Rob Olson Title: Control Consultant Date: 3/14/2023



**Clarke Environmental Mosquito Management, Inc.
2023 Client Information for the City of Hamburg
Environmental Mosquito Management Program**

Administrative Information:

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O. # _____

Email Address: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an e-mail address that the invoices should be sent to.****

Treatment Address (if different from above): County: _____

Address: _____

City: _____ State: _____ Zip _____

Contact Person:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Rob Olson
20061 Edison Circle East, Clearwater, MN 55320 or Email: rolson@clarke.com



State of Minnesota Joint Powers Agreement

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

- 2.2 **Methods of Access.**

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

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

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

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

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

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

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

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

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

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

4 Authorized Representatives

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

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007
Email Address:	Dana.Gotz@state.mn.us

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

Name: Mark Metz, County Attorney
Address: 600 E 4th St
PO Box 12
Chaska, MN 55318-2102
Telephone: 952.361.1400
Email Address: mmetz@co.carver.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

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

6 Liability

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

7 Audits

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

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

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

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

9 Investigation of Alleged Violations; Sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Hamburg 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 217488, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this

Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. **"Subscriber Records"** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein. ___

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the

termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.

During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or

reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not

limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by

Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber

transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

2. DEPARTMENT OF PUBLIC SAFETY,

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: _____

BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2023-04**

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hamburg, 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 Hamburg on behalf of its Prosecuting Attorney, are hereby approved.
2. That Carver County Attorney Mark Metz, or his or her successor or appointee, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Chris Lund, the Mayor for the City of Hamburg, and Jeremy Gruenhagen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 11th day of April, 2023.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer



"The City of Hamburg is an Equal Opportunity Employer and Provider."