

**DUNDAS CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, September 27, 2021  
7:00 p.m. Dundas City Hall**

- 1. Call to Order/Pledge Allegiance**
- 2. Roll Call:** Mayor Glenn Switzer; Councilors Larry Fowler, Luke LaCroix, Grant Modory, Luke Swartwood
- 3. Public Forum**
- 4. Approval of Agenda\***  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 5. Consent Agenda**  
*(All items on the Consent Agenda are considered routine and have been made available to the City Council at least two (2) days in advance of the meeting. The items will be enacted in one motion. There will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.)*
  - a. Regular Minutes of September 13, 2021\*
  - b. Resolution 2021-29\* A Resolution Approving State of Minnesota Joint Powers Agreement with the City of Dundas on Behalf of its City Attorney and Police Department
  - c. Disbursements\* - \$127,044.91  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 6. Old Business**
- 7. Ordinances and Resolutions**
- 8. New Business**
  - a. Consider Appointing Doug Johnson to Park & Recreation Advisory Board \*  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 9. Reports of Officers, Boards and Committees**
  - a. City Attorney
  - b. City Engineer\*
  - c. City Administrator
  - d. Mayor, Councilors and Committees
- 10. Announcements**
  - a. City Council Meeting – Mondays: October 11 at 7:00 pm at City Hall
  - b. Park and Recreation Advisory Board – Tuesday, October 12 at 7:00 p.m. City Hall
  - c. Planning Commission – Thursday, October 21 at 7:00 pm City Hall
  - d. EDA Meeting – Monday, October 25 at 6:30 p.m. at City Hall
- 11. Adjourn**

**DUNDAS CITY COUNCIL  
REGULAR MEETING and  
PUBLIC HEARING MINUTES  
Monday, September 13, 2021  
7:00 p.m. Dundas City Hall**

**UNOFFICIAL MINUTES**

Present: Mayor Glenn Switzer (arrived 7:04 pm); Councilors: Larry Fowler, Grant Modory, Luke LaCroix, Luke Swartwood

Staff Present: City Engineer Dustin Tipp, Administrator Jenelle Teppen, Deputy Clerk Linda Ripka

**CALL TO ORDER/PLEDGE ALLEGIANCE**

Acting Mayor Modory called the Council meeting to order at 7:02 p.m. A quorum was present.

PUBLIC FORUM – No public spoke.

**APPROVAL OF AGENDA**

**Motion by Swartwood, second by Fowler, to approve the agenda with addition of A Resolution Approving 2022 Proposed Economic Development Authority Property Tax Levy. Motion Carried Unanimously (MCU)**

**CONSENT AGENDA**

**Motion by LaCroix second by Fowler, to approve the consent agenda as follows:**

**Regular Minutes of August 23, 2021**

**Disbursements - \$119,888.54. MCU**

**PUBLIC HEARING**

Business Subsidy Policy

*Public Hearing:* Acting Mayor Modory closed the regular meeting and opened the public hearing at 7:04 p.m. for staff presentation and public comments regarding the draft of a Business Subsidy Policy.

*Staff Presentation:* Administrator Teppen reviewed minor changes to the draft policy on two pages to read: Page 7 B(1) Poor project quality. Following consultation with the City’s consulting engineers; and Page 7 B(4) Project that do not meet financial feasibility criteria established by the City and following consultation with the City’s economic development consultants. Page 8 A The project shall create and retain at least one full-time equivalent (FTE) job with a minimum wage of at least 100% of the median wage for Rice County for the particular industry sector that the business is categorized by, in accordance with the North American Industry Classification System (NAICS). The wage information will be obtained from the Minnesota Department of Employment and Economic Development (DEED), and shall be equal to or greater than the living wage (110% above the current poverty level for a family of four, exclusive of benefits).

*Public Comment:* No public comment.

**Motion by Swartwood, second by LaCroix, to close the public hearing at 7:07 p.m. MCU**

OLD BUSINESS – No old business brought before Council.

**ORDINANCES AND RESOLUTIONS**

Resolution 2021-26 A Resolution Approving 2022 Proposed Economic Development Authority Property Tax Levy

Administrator Teppen stated Council reviewed EDA’s proposed 2022 budget at work sessions and meetings.

**Motion by Fowler, second by LaCroix, to approve Resolution 2021-26. MCU**

(Mayor Switzer arrived at 7:07 p.m.)

ORDINANCES AND RESOLUTIONS (con't)

Resolution 2021-27 A Resolution Adopting a Proposed 2021 Tax Levy, Payable in 2022

Blake Torbeck of AEM stated the proposed 2021 Tax Levy, Payable in 2022 is a result of several Council work sessions to review the various components of the proposed levy of 12.41%. He reminded the Council the levy can go down before final approval in December but cannot be increased.

**Motion by LaCroix, second by Fowler, to approve Resolution 2021-27. MCU**

Resolution 2021-28 A Resolution Adopting a Business Subsidy Policy and Criteria

**Motion by Modory, second by Swartwood, to approve Resolution 2021-28 with noted changes in the Business Subsidy Policy on pages 7 and 8. MCU**

NEW BUSINESS – No new business brought before Council.

REPORT OF OFFICERS, BOARDS AND COMMITTEES

City Engineer – Dustin Tipp

New City Engineer Consultant Dustin Tipp was introduced. Tipp indicated he is reviewing with staff current issues of the City and will give a report at next Council meeting.

City Administrator

Teppen stated the parking letter previously sent to all resident did produce some phones calls but noted some residents are still not complying with the regulations. She stated since sufficient time has lapsed to correct, police officers will be going out to make contact to those residents not in compliance. She will provide future progress reports.

ADJOURN

**Motion by Fowler, second by Swartwood, to adjourn the meeting at 7:23 p.m. MCU**

Submitted by:

Attest:

\_\_\_\_\_  
Jenelle Teppen, City Administrator

\_\_\_\_\_  
Glenn Switzer, Mayor



## REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Resolution 2021- 29 Approving State of Minnesota Joint Powers Agreements with the City of Dundas on Behalf of its City Attorney and Police Department

DATE: For the City Council Meeting of September 27, 2021

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### PURPOSE/ACTION REQUESTED

Consider adopting Resolution 2021-29 Approving State of Minnesota Joint Powers Agreements with the City of Dundas on Behalf of its City Attorney and Police Department.

### SUMMARY

The City's prosecuting attorney, Eckberg Lammers has sent along the attached Joint Powers Agreement and Subscriber Amendment between the State of Minnesota Public Safety Department and the Bureau of Criminal Apprehension and the City.

The JPA and Subscriber Amendment provide authorized access to the State's Criminal Justice Data Communications Network by the City's Prosecuting Attorney.

The Agreement is in effect for five years.

### RECOMMENDATION

Motion to approve Resolution 2021-29 Approving State of Minnesota Joint Powers Agreements with the City of Dundas on Behalf of its City Attorney and Police Department.

**CITY OF DUNDAS  
COUNTY OF RICE  
STATE OF MINNESOTA**

**RESOLUTION NUMBER 2021 – 29**

*A Resolution Approving State of Minnesota Joint Powers Agreements  
with the City of Dundas on Behalf of its City Attorney  
and Police Department*

**WHEREAS**, the City of Dundas, Minnesota, (the “City”) 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 Dundas, 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 Dundas on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Prosecuting City Attorney, Tom Weidner, 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.
3. That the Prosecuting City Attorney, Tom Weidner, 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.
4. That Glenn Switzer, the Mayor for the City of Dundas, and Jenelle Teppen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

**ADOPTED** by the City Council of Dundas, Minnesota, this 27th day of September 2021.

**CITY OF DUNDAS BY:**

**ATTEST:**

\_\_\_\_\_  
Glenn Switzer, Mayor

\_\_\_\_\_  
Jenelle Teppen, City Administrator/Clerk



# 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 Dundas 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](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 Governmental Unit conducted a

particular transaction.

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

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

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

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

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

### **3 Payment**

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

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

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

### **4 Authorized Representatives**

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

Name: Dana Gotz, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue



Telephone: Saint Paul, MN 55106  
651.793.1007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

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

Name: Thomas Weidner, Attorney  
Address: 1801 Northwestern Ave  
Suite 110  
Stillwater, MN 56277  
Telephone: 651.351.2119  
Email Address: [tweidner@eckbergglammers.com](mailto:tweidner@eckbergglammers.com)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

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

## 6 Liability

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

## 7 Audits

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

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

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

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

## **8 Government Data Practices**

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

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

## **9 Investigation of Alleged Violations; Sanctions**

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

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

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

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

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

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

### **9.3 Sanctions Involving Only Court Data Services**

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

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

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

### **10 Venue**

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

### **11 Termination**

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

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

### **12 Continuing Obligations**

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

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

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_ Glenn Switzer \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ City Mayor \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Jenelle Teppen \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ City Clerk \_\_\_\_\_

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 Dundas 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 200245, 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, 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: (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)**

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: \_\_\_\_\_ Glenn Switzer \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ City Mayor \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Jenelle Teppen \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ City Clerk \_\_\_\_\_

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

# DISBURSEMENT REPORT

City of Dundas  
Council Meeting September 27, 2021

DATE	PAYABLE	AMOUNT
9/23/2021	PERA	\$3,782.79
9/23/2021	State of MN Empower Retirement	\$1,200.00
9/23/2021	MN Dept of Revenue	\$1,217.87
9/23/2021	IRS	\$6,098.48
9/23/2021	Payroll PP# 19 Employees	\$17,815.04
<b>Sub Total Paid Payroll and Sales Liabilities</b>		<b>\$30,114.18</b>
9/27/2021	Bill Register - Payment of Invoices	\$96,410.72
9/23/2021	Cardmember Service	\$344.49
9/23/2021	Nextiva Voip	\$175.52
<b>Sub Total Paid Claims and Service Liabilitie</b>		<b>\$96,930.73</b>
<b>TOTAL</b>	<b>Payroll/Disbursements September 27, 2021</b>	<b>\$127,044.91</b>

CITY OF DUNDAS

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Payments

Current Period: September 2021

Payments Batch 092721ap						\$96,410.72
Refer	0 AEM FINANCIAL SOLUTIONS, LLC					
Cash Payment	E 601-49400-301 Auditing and Acct g Servi	Utility Rate Study				\$1,250.00
Invoice	448054	8/31/2021				
Cash Payment	E 602-49450-301 Auditing and Acct g Servi	Utility Rate Study				\$1,250.00
Invoice	448054	8/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$2,500.00
Refer	0 ALDRICH TECNNNOLOGY CONSULT					
Cash Payment	E 101-41000-309 EDP, Software and Desig	New license for new officer, computer issues and Malwarebytes Premium				\$125.99
Invoice	5913	9/8/2021				
Cash Payment	E 101-41000-310 Professional Services	New license for new officer, computer issues and Malwarebytes Premium				\$262.50
Invoice	5913	9/8/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$388.49
Refer	0 ALDRICH TECNNNOLOGY CONSULT					
Cash Payment	E 101-41000-309 EDP, Software and Desig	Microsoft Exchange Online (Plan 2)				\$136.00
Invoice	5968	9/21/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$136.00
Refer	0 AMAZON CAPITAL SERVICES					
Cash Payment	E 101-41000-200 Supplies	batteries				\$14.99
Invoice	1FV9-Q7GD-NTM	9/20/2021				
Cash Payment	E 101-42400-200 Supplies	silver certificates				\$18.02
Invoice	1FV9-Q7GD-NTM	9/20/2021				
Cash Payment	E 101-43100-200 Supplies	battery charger and batteries				\$87.46
Invoice	1FV9-Q7GD-NTM	9/20/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$120.47
Refer	0 APG MEDIA OF SOUTHERN MN					
Cash Payment	E 101-41000-351 Legal Notices Publishing	Ordinance 2021-07 publication				\$75.00
Invoice	11130-0721	7/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$75.00
Refer	0 CAMPBELL KNUTSON					
Cash Payment	G 430-22013 Escrow - Brd. Hgt. Pre. Plat	Bridgewater Heights Development legal fees-July				\$384.00
Invoice		7/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$384.00
Refer	0 CAMPBELL KNUTSON					
Cash Payment	E 235-46500-304 Legal Fees	General Matters-July				\$294.00
Invoice		7/31/2021				
Cash Payment	E 101-41000-304 Legal Fees	General Matters-July				\$425.60
Invoice		7/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>		\$719.60
Refer	0 CAMPBELL KNUTSON					
Cash Payment	E 235-46500-304 Legal Fees	General matter-August				\$976.50
Invoice		8/31/2021				
Cash Payment	E 101-41000-304 Legal Fees	General matter-August				\$3,241.50
Invoice		8/31/2021				



CITY OF DUNDAS

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Payments

Current Period: September 2021

Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$4,218.00
Refer	0 CAMPBELL KNUTSON	-			
Cash Payment	G 430-22018 Escrow - Stoneridge Hills	Stoneridge Development legal fees			\$120.00
Invoice	8/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$120.00
Refer	0 CARTIME, INC	-			
Cash Payment	E 101-42100-400 Repairs and Maintenanc	oil change on 21 Dodge Durango			\$34.20
Invoice	242081 9/15/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$34.20
Refer	0 EPIC ENTERPRISES, INC	-			
Cash Payment	E 101-42100-440 Cleaning Service	misc services-police and PW			\$23.70
Invoice	15457 8/31/2021				
Cash Payment	E 101-43100-440 Cleaning Service	misc services-police and PW			\$23.70
Invoice	15457 8/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$47.40
Refer	0 EPIC ENTERPRISES, INC	-			
Cash Payment	E 101-45200-440 Cleaning Service	misc services-ball park			\$267.30
Invoice	15459 8/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$267.30
Refer	0 FIELDSTONE FAMILY HOMES	-			
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7202			\$1,500.00
Invoice	9/4/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$1,500.00
Refer	0 FIELDSTONE FAMILY HOMES	-			
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7198			\$1,500.00
Invoice	9/4/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$1,500.00
Refer	0 FIELDSTONE FAMILY HOMES	-			
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7201			\$1,500.00
Invoice	9/4/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$1,500.00
Refer	0 FREDRICKSON LUMBER & CONST	-			
Cash Payment	E 801-45130-400 Repairs and Maintenanc	charcoal steel for press box-Dundas Baseball Club			\$3,996.83
Invoice	4171 8/4/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$3,996.83
Refer	0 GOVERNMENT FORMS AND SUPP	-			
Cash Payment	E 101-41000-200 Supplies	laser checks			\$228.67
Invoice	329339 8/17/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$228.67
Refer	0 GUTH ELECTRIC, INC	-			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	main street locates			\$85.00
Invoice	1048 9/15/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	Total	\$85.00
Refer	0 GUTH ELECTRIC, INC	-			

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Payments

Current Period: September 2021

Cash Payment	E 801-45130-400 Repairs and Maintenanc	electric work on announcer booth-Baseball Club			\$5,072.00
Invoice	17901	7/24/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$5,072.00
Refer	0	<u>INSPIRE HOME LLC</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7186			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6709			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6707			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6710			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6708			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6711			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JOHNSON REILAND BUILDERS</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 6705			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>JUENKE GRADING</u>	-		
Cash Payment	E 602-49450-400 Repairs and Maintenanc	repair sewer pipe at 400 3rd St N			\$5,300.00
Invoice	21	9/2/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$5,300.00
Refer	0	<u>K MICHAELS HOMES</u>	-		
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7204			\$1,500.00
Invoice		9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$1,500.00
Refer	0	<u>LAROCHE'S, INC.</u>	-		
Cash Payment	E 602-49450-400 Repairs and Maintenanc	inspection on main sewer line			\$345.00
Invoice	30048	9/3/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$345.00
Refer	0	<u>MENARDS, INC</u>	-		

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Payments

Current Period: September 2021

Cash Payment	E 101-42100-200 Supplies	batteries and utility nozzle			\$13.63
Invoice 15928	9/8/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$13.63
Refer	0 MENARDS, INC				
Cash Payment	E 101-42100-200 Supplies	return on utility nozzle			-\$5.19
Invoice 15939	9/8/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	-\$5.19
Refer	0 MENARDS, INC				
Cash Payment	E 101-43100-200 Supplies	supplies			\$154.22
Invoice 15551	8/31/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$154.22
Refer	0 MENARDS, INC				
Cash Payment	E 101-43100-200 Supplies	supplies			\$198.27
Invoice 15506	8/30/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$198.27
Refer	0 MENARDS, INC				
Cash Payment	E 101-43100-200 Supplies	forming stakes			\$56.00
Invoice 15525	8/30/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$56.00
Refer	0 MENARDS, INC				
Cash Payment	E 101-45200-200 Supplies	self drill			\$5.69
Invoice 15594	9/1/2021				
Cash Payment	E 101-45200-406 Grounds Maintenance	bluegrass seed			\$23.98
Invoice 15594	9/1/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$29.67
Refer	0 MENARDS, INC				
Cash Payment	E 101-45200-200 Supplies	supplies			\$30.95
Invoice 15648	9/2/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$30.95
Refer	0 MENARDS, INC				
Cash Payment	E 101-45200-200 Supplies	supplies			\$47.86
Invoice 15883	9/7/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$47.86
Refer	0 MINNESOTA VALLEY TESTING LA				
Cash Payment	E 601-49400-310 Professional Services	Coliform & Mo Chlorine Report			\$42.00
Invoice 1105909	9/7/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$42.00
Refer	0 NAC, INC.				
Cash Payment	E 235-46500-313 Planning Fee s	August 2021 Technical Assistance-City Projects			\$495.00
Invoice 25449	9/10/2021				
Cash Payment	G 430-22018 Escrow - Stoneridge Hills	August 2021 Technical Assistance-City Projects			\$693.00
Invoice 25449	9/10/2021				
Cash Payment	E 101-41910-313 Planning Fee s	August 2021 Technical Assistance-City Projects			\$1,277.40
Invoice 25449	9/10/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$2,465.40

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Payments

Current Period: September 2021

<b>Refer 0 NAC, INC.</b>				
Cash Payment	E 235-46500-313 Planning Fee s	August 2021 Technical Assistance-Meetings		\$75.00
Invoice	25450 9/10/2021			
Cash Payment	E 101-41000-313 Planning Fee s	August 2021 Technical Assistance-Meetings		\$175.00
Invoice	25450 9/10/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$250.00
<b>Refer 0 NORTHFIELD NEWS</b>				
Cash Payment	E 101-41000-433 Dues and Subscriptions	newspaper subscription		\$74.15
Invoice				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$74.15
<b>Refer 0 OFFICE DEPOT</b>				
Cash Payment	E 101-41000-200 Supplies	office supplies		\$127.27
Invoice	193425069001 9/9/2021			
Cash Payment	E 101-42100-200 Supplies	office supplies		\$3.49
Invoice	193425069001 9/9/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$130.76
<b>Refer 0 OFFICE DEPOT</b>				
Cash Payment	E 101-41000-200 Supplies	office supplies		\$16.39
Invoice	193426720001 9/9/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$16.39
<b>Refer 0 MN PEIP</b>				
Cash Payment	G 101-21712 Life Insurance	Health Insurance -October		\$10.35
Invoice	1118386 9/10/2021			
Cash Payment	G 101-21711 Dental Insurance	Health Insurance -October		\$82.04
Invoice	1118386 9/10/2021			
Cash Payment	G 101-21706 Hospitalization/Medical Ins	Health Insurance -October		\$1,416.64
Invoice	1118386 9/10/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$1,509.03
<b>Refer 0 ROBERT MCNEARNEY CUSTOM H</b>				
Cash Payment	G 101-22001 Erosion Control Deposit	erosion fee release-permit 7190		\$1,500.00
Invoice	9/4/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$1,500.00
<b>Refer 0 SPRINT</b>				
Cash Payment	E 101-43100-321 Telephone & Communic	Phone Service 8/15/21-9/14/21		\$192.42
Invoice	292583318-238 9/18/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$192.42
<b>Refer 0 STREICHERS</b>				
Cash Payment	E 101-42100-217 Uniforms	uniforms PD		\$11.99
Invoice	1523038 9/8/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b> \$11.99
<b>Refer 0 BENNY H. SVIEN</b>				
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit 7212		\$23.73
Invoice	9/14/2021			
Cash Payment	E 101-42400-312 Plan Review Expense	Permit 7212		\$514.07
Invoice	9/14/2021			

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Payments

Current Period: September 2021

Cash Payment	E 101-42400-315 Plumbing Permit Expens	Permit 7212			\$1.55
Invoice	9/14/2021				
Cash Payment	E 101-42400-314 Mechanical Permit Expen	Permit 7212			\$1.50
Invoice	9/14/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$540.85
Refer	0 BENNY H. SVIEN				
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit 7211			\$21.46
Invoice	9/14/2021				
Cash Payment	E 101-42400-312 Plan Review Expense	Permit 7211			\$464.93
Invoice	9/14/2021				
Cash Payment	E 101-42400-315 Plumbing Permit Expens	Permit 7211			\$1.28
Invoice	9/14/2021				
Cash Payment	E 101-42400-314 Mechanical Permit Expen	Permit 7211			\$1.50
Invoice	9/14/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$489.17
Refer	0 BENNY H. SVIEN				
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit 7210			\$21.80
Invoice	9/14/2021				
Cash Payment	E 101-42400-312 Plan Review Expense	Permit 7210			\$472.21
Invoice	9/14/2021				
Cash Payment	E 101-42400-315 Plumbing Permit Expens	Permit 7210			\$1.55
Invoice	9/14/2021				
Cash Payment	E 101-42400-314 Mechanical Permit Expen	Permit 7210			\$1.50
Invoice	9/14/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$497.06
Refer	0 BENNY H. SVIEN				
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit #4182			\$7.69
Invoice	9/13/2021				
Cash Payment	E 101-42400-312 Plan Review Expense	Permit #4182			\$166.55
Invoice	9/13/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$174.24
Refer	0 BENNY H. SVIEN				
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit #4181			\$4.69
Invoice	9/9/2021				
Cash Payment	E 101-42400-312 Plan Review Expense	Permit #4181			\$104.41
Invoice	9/9/2021				
Cash Payment	E 101-42400-315 Plumbing Permit Expens	Permit #4181			\$1.20
Invoice	9/9/2021				
Cash Payment	E 101-42400-314 Mechanical Permit Expen	Permit #4181			\$0.32
Invoice	9/9/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$110.62
Refer	0 BADGER METER				
Cash Payment	E 601-49400-210 Supplies/Water Meter, Et	Orion cellular lte service unit			\$47.50
Invoice 80079533	8/30/2021				
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$47.50
Refer	0 VERIZON				

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Payments

Current Period: September 2021

Cash Payment	E 101-42100-321 Telephone & Communic	cell phone			\$257.02
Invoice	9888276565	9/11/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$257.02

Refer 0 CITY OF NORTHFIELD

Cash Payment	E 602-49450-385 Sewer Utilities	Wastewater Treatment			\$47,038.75
Invoice		9/20/2021			
Transaction Date	9/22/2021	Frandsen Bank	10100	<b>Total</b>	\$47,038.75

Fund Summary

	10100 Frandsen Bank
101 GENERAL FUND	\$29,031.14
235 ECONOMIC DEVELOPMENT AUTHORITY	\$1,840.50
430 ESCROW DEPOSITS	\$1,197.00
601 WATER	\$1,339.50
602 SEWER	\$53,933.75
801 DUNDAS BASEBALL ASS.	\$9,068.83
	<u>\$96,410.72</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$96,410.72
<b>Total</b>	<u>\$96,410.72</u>



## REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Appointing Douglas Johnson to the Parks and Recreation Advisory Board

DATE: For the City Council Meeting of September 27, 2021

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### PURPOSE/ACTION REQUESTED

Consider appointing Douglas Johnson to the Parks and Recreation Advisory Board (PRAB).

### SUMMARY

The Parks and Recreation Advisory Board is composed of five or seven members as determined by the City Council (City Code Section 32.51(A)).

There are currently four appointees to the PRAB, including City Council member Fowler. Council members serve one-year terms, while the others serve three-year terms.

Douglas Johnson has submitted the attached application for the Mayor and Council's consideration for appointment to the PRAB.

### RECOMMENDATION

Motion to approve appointment of Douglas Johnson to the PRAB for a term expiring on December 31, 2022.

PO Box 70 – Dundas, MN 55019-0070  
Phone: 507.645.2852 Fax: 507.645.1629

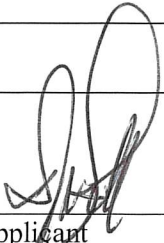
Position Applying for:	<input type="checkbox"/> Planning Commission	<input checked="" type="checkbox"/> Park & Recreation Advisory Board
Name:	<u>DOUG JOHNSON</u>	Date: _____
Check One:	Resident ( <input checked="" type="checkbox"/> )	Property Owner: ( <input type="checkbox"/> ) Business Owner: ( <input type="checkbox"/> )
Address:	<u>201 HESTER STREET P O BOX 34</u>	
Telephone:	<u>507 491 1048</u>	Email: <u>djohnson6892@gmail.com</u>

**Reason Wanting to Serve:**

I ENJOY OUR PARKS. WOULD LIKE TO SEE THEM GET  
BETTER.

**Background or Experience:**

MOVED TO DUNDAS IN 1987. MY FATHER WAS INVOLVED  
IN NORTHFIELDS' PARK BOARD, HE ENJOYED IT.

  
Signature of Applicant

SEPTEMBER 22 2021  
Date

Return to: Jenelle Teppen, City Administrator, 100 Railway St N, PO Box 70, Dundas, MN 55019-0070  
Email: [jteppen@dundas.us](mailto:jteppen@dundas.us)

Note: All information supplied on this form will be public data. Address, telephone number, email do not become public unless appointed. To supply additional private contact information for City use only, indicate such on a separate sheet or email.





**City of Dundas**  
**Public Works Staff Meeting / City Engineer Update 9/23/21**

**September 22, 2021**  
**Agenda**

*The City Administrator, Public Works Director, and City Engineer meet at least monthly to plan and review projects and tasks, and to discuss public works matters of all types. The agenda used for the most recent Public Works staff meeting forms the basis for the updates that are provided to the City Council. Following is the most recent Public Works staff meeting agenda with notes added.*

1. 2021 Street Maintenance

- On 6/14/21 the City Council accepted the Hester Street M&O quotes and awarded the contract to Bituminous Materials Inc. (BMI) for the quote amount of \$44,995. BMI completed the bituminous overlay on 7/23/21; ***BMI's invoice not approved at the 8/23/21 City Council meeting. Tack needs to be cleaned off the driveway at 307 Hester Street W before approving final payment. 9/9/21 the Contractor has been notified of the remaining work and will reach out to resident to discuss options for tack removal.***
- 7/12/21 the City Council awarded the contract for Pavement Marking within the seal coat areas to Seykora Striping. This work has been completed.
- ***9/15/21 the areas were reviewed with PW to determine extent of repairs. BMI provided quotes to complete the Bridge Street/2<sup>nd</sup> and other minor patching.***

2. 2022 Sidewalk/Trail Improvements

- ECRT North-south connection along 1st Street North.
  - ***Given the time of year, current prices and contractor availability, the 2021 Sidewalk/Trail Improvements project will be combined with the Memorial Park Improvements project and Staff will be issuing a request for quotes for construction in early 2022.***
  - ***Drainage improvements will be made at the low point of 1<sup>st</sup> Street and Everett Street.***
  - ***From the ECRT trail connection to Hester Street, a striped pedestrian/bike lane will be installed in the street with no parking signs on the west side of 1<sup>st</sup> Street. A trail in the boulevard will not installed.***
  - Striping of a crossing of Hester Street at 1st Avenue will be coordinated with Rice County. ***The existing pedestrian ramp on the SW corner of the intersection will be expanded for better access to 1<sup>st</sup> street to the southwest.***
  - ***A striped bike lane will be added in the street on the west side of 1<sup>st</sup> street, extending from Hester Street to Memorial Park.***

3. 2021 Storm Sewer Maintenance

- Hester Street
  - On the south side of Hester Street between the Menard and City ponds; the storm sewer outlet from 3<sup>rd</sup> Street will be extended, and the pond side slopes flattened in this area.

- 8/6/21 Menard Inc. indicated their legal staff are still reviewing the City's request to obtain a right of entry onto their property to complete this work.
  - 8/10/21 we talked to Menard facilities staff to coordinate pond maintenance; Menard indicated they have no immediate plans for mowing/cleaning their pond area.
  - NE corner of Hester Street W. and Depot Street N. Existing structure in place. Casting will be removed and replaced with correct casting.
  - On the SE corner of Schilling Drive N. and CSAH 1 there is a buried structure, this will be located and adjusted to grade.
  - Modification work to the catch basin near the Dundas Dome driveway. ***Structure cannot be lowered. Lower grade around casting and structure and rip rap area. Regrade from road and Dundas Dome swale to improve drainage with the possible addition of a concrete flume from street to catch basin. Work will be done in 2022 with potential sidewalk project.***
  - ***The structure near the Menard driveway was adjusted with a previous project.***
  - ***Quotes will be obtained for the above projects on a lump sum basis for each work area for construction in 2021.***
4. 2023 Street Lighting
- On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
  - Updated pricing will be requested from the supplier.
  - As part of the project, the existing poles at City Hall will re-located to the Railway Street/Memorial Park area and shorter (16') poles will be installed.
5. Comprehensive Transportation Planning
- 8/9/21 Staff met with Bridgewater Township officials to discuss the road policy/plan referenced in the OAA. Township officials indicated they would submit initial drafts based on the discussion in September.
  - The scope of a planning study to facilitate corridor safety for 115th Street between CSAH 20 and CSAH 22 will be developed. Initial project funding has been identified in the draft CIP.
  - 4/12/21 the City Council approved a resolution in support of Rice County preparing a planning Study of Decker Avenue from TH 19 to CSAH 1. Rice County expects to issue an RFP for this Study in 2021.
6. CSAH 1/TH 3 Pedestrian Crossing
- The scope includes a crossing of CSAH 1 connecting the existing trail near the PRV to the sidewalk on Stafford Road North; and pedestrian connections west along the south side of CSAH 1 to Cannon Road. WSB will develop more detailed preliminary alignments for these connections for County and MnDOT review.
  - A portion of the \$121,900 capital expenditure budgeted for Sidewalk/Trail in 2021 is to further preliminary design of these crossing concepts.
  - 6/25/21 WSB met on site with the owner of the Self Storage Dundas to review alignment options within the public right of way.
7. ECRT Parking Lot
- An aggregate base parking area is proposed to be created at the ECRT on the NE corner of 1st Street N / Everett Street.
  - ***Project is in the 2023 CIP***
  - ***Staff will contact DNR to verify a parking lot would be allowed as "recreation" use.***

#### 8. Forest Avenue

- Based on recent soil borings, extensive pavement repair has been included in the draft CIP, future construction which will likely include pavement reclamation and a bituminous overlay. ***The pavement rehabilitation needs of Forest Avenue will be reviewed again in the spring of 2022; mill and overlay needs for Depot Street may become a higher priority.***

#### 9. Memorial Park

- ***Given the time of year, current prices and contractor availability, the 2021 Sidewalk/Trail Improvements project will be combined with the Memorial Park Improvements project and Staff will be issuing a request for quotes for construction in early 2022.***
- The City ***does not plan to eliminate*** a segment of sidewalk along the west side of 1<sup>st</sup> Street S. (south of Hamilton Street). ***The parking lot will be reconfigured in this area. Improvements will be made to the roads and trails to improve access to residents and maintenance crews.*** This will be reviewed with the Duke's prior to implementation.
- ***Staff met on site to review the scope of the proposed roadway/trail improvements now that the play area is in.***

#### 10. Mill Town Trail Head

- 8/18/21 the sculpture committee will be convened to review the estimated costs and identify next steps.
- The sculpture will be re-set then cleaned in 2021.

#### 11. Northfield Wastewater Treatment

- 4/26/21 Dundas received a letter from the City of Northfield regarding TSS loadings.
- The City's goal is to implement whatever changes are necessary (pre-treatment, etc.) to adhere to the current Wastewater Agreement in the shortest amount of time possible.
- WSB has reviewed the Dundas TSS levels as compared to typical levels for municipal effluent. Findings indicate that although the City's loadings have surpassed the discharge limits set by the agreement, the per capita loadings show that the loadings of the City's wastewater are consistent with typical municipal effluent parameters.
- Four pre-treatment options are being considered; based on the most recent preliminary cost estimates, ***the total costs to implement pre-treatment could be significant. To discuss pre-treatment, and provide additional background on all TSS issues, WSB Water/Wastewater staff will attend a future City Council meeting.***
- On 7/22/21 the MPCA indicated the City should submit an Engineering Report or Facility Plan to MPCA so a determination can be made regarding the need for the City to obtain a State Disposal System (SDS) permit for the disposal of solids from the pretreatment equipment.
- The City has received new portable effluent sampling equipment; a sampling plan has been prepared and is actively being implemented by Public Works.
- Modifications to the west sanitary sewer lift station, and the meter station will also be considered.
- In response to an MPCA permit update request from Dundas, on 8/9/21 Northfield staff indicated they "are getting clarity on one item related to TSS from Jacobs Engineering Group related to the Average Monthly TSS loading. This ties back to our agreement with Dundas, and want to make sure we have the updated amount before we send to the MPCA for an amendment to our permit".
- Staff will maintain regular contact with the MPCA and City of Northfield regarding these issues and will provide a verbal update on agreement compliance issues at each City Council meeting.

- *Staff is performing testing throughout the City to gather additional information.*
- *Meeting is scheduled with Northfield on October 5<sup>th</sup> to discuss findings. Follow up meeting is scheduled for October 11<sup>th</sup>.*

#### 12. Public Works Tasks

- Around the Stoneridge Hill, Millstone, and Schilling Park storm ponds; PW staff will install small permanent signs on every other lot line at the pond easement in 2021 at the drainage easement/City property limits for future reference. WSB will send a letter to residents notifying them that WSB will be surveying around the pond. Signs have been received from EFA/Safety Signs so the letter will be issued, and the easements staked.
- The storm water code and fees are under review, including sump pump connection requirements. Staff met with Andrew Albers to discuss his concerns regarding the amount of City fees he pays and research he has done on fee options.
- A pavement management document is being prepared based on past actions and bituminous pavement conditions.
- The City received an inquiry regarding converting the Access Road west of TH 3 between CSAH 1 and Hester Street to a public street; a draft policy will be prepared for reviewing these types of requests.
- For a future UPRR/Hester Street sidewalk crossing, the retaining wall at 236 Railway Street will need to be relocated.
- 7/8/21 Rice County agreed to erect signs where the existing trail crosses CSAH 78 south of Mill Towns Road; the City will provide MMUTCD compliant signs.
- *Mill Town Trail crossing at railroad damaged from railroad maintenance. 9 /22/21 DNR and Northfield are actively working to resolve the issue.*

#### 13. Regional Storm Water and Wetland

- This will be the next storm water pond cleaning project; the focus for work at the regional pond will be clearing trees/brush and removing sediment. A future study will be done to quantify treatment capacity and service area for the pond. This work will be completed after coordinating with dog park users for an alternate site.

#### 14. Tower Park Improvements

- 6/17/21 City Staff met to discuss a survey to solicit input from residents on park amenities.
- *Draft survey questions have been reviewed by Park and Rec Advisory Board and comments have been received.*
- *Plan to have the survey ready for Council review on October 11<sup>th</sup>.*

#### 15. Two Year Warranty Inspections

- City Hall Site and Utility Improvements (Swenke Ims); the Maintenance Bond expires on 10/12/22.
- Warranty inspections have been completed for the 2019 projects; Swenke will be contacted about one small settlement on Stafford Road North

#### 16. Water Supply Plan

- On 7/16/21 the MnDNR notified cities in areas of the state with Severe Drought conditions that public water systems must implement the conservation actions described in their Water Supply Plans.
- The drought status for Dundas will be monitored, and additional water conservation resources will be made available on the City website. As of 8/10/21, Rice County has been designated as having “Moderate Drought” conditions.

17. Water Towers

- At the east tank, some interior repairs will be needed in 2021; the west tank is also due for a routine inspection. Work is expected to be completed the weeks of 9/23/21 and 9/30/21.

18. Wellhead Protection Plan (WHP)

- On 3/24/21 a WHPP implementation kickoff meeting was held with MRWA.

19. AT&T East tower antenna modification

- 8/24/20 AT&T's proposed 4th Amendment to the antenna lease was approved by the City Council.
- **9/23/21 AT&T's site consultant was notified of the escrow amount needed for City construction administration and inspection costs.**

20. Bridgewater Heights PUD

- **A final punch list for the project has been prepared and sent to the Developer.**
- Bituminous wear course has been placed on Bridgewater Parkway, west of Tower Avenue.
- **9/22/21 Staff is reviewing a request for a LOC reduction.**

21. Bridgewater Heights Annexation Area Concept Plan

- 2/18/21 the Planning Commission considered the concept plan and provided feedback.
- 3/11/21 the City received a letter from the Bridgewater Township attorney objecting to the annexation; the City responded.

22. Cannon River Valley Estates

- Punch list to be prepared after all work has been completed.
- **Staff is working with developer to complete the sidewalk along Railway Street.**

23. Dundas Dome Site

- A request for an extension of the completion date for parking lot work was approved by the City Council on 10/12/20.

24. Johnson-Reiland Commercial

- 6/21/21 WSB contacted the applicant to clarify their schedule and intended work scope at 399 Stafford Road N; they will again be contacted.

25. Stoneridge Hills 2nd

- 7/20/21 a drainage report and supporting information was submitted for City review. On 8/3/21 the City received a revised drainage report; on 8/9/21 the City forwarded drainage comments to the developer's engineer.
- On 8/6/21 the City Planner forwarded a letter to the developer indicating their land use application was incomplete for review.

26. Tower Heights

- Easement vacations, the Final Plat, and the Development Agreement were approved by the City Council at their 5/10/21 meeting.
- Curb and gutter, and the bituminous base course, has been placed.
- Concrete barriers at Highland Parkway, on the north side of 115th Street, have been placed by Bridgewater Township. On 7/20/21 the developer was reminded to communicate to their subcontractors, suppliers, builders, and others, that these

barricades are not to be moved, or removed, for even a short amount of time. The only exception is for emergency vehicles.

- 8/12/21 a LOC reduction was authorized.
- ***9/22/21 Staff is reviewing a request for a LOC reduction.***

27. West Avenue Apartments

- 6/8/20 the City Council approved the Comprehensive Plan Amendment, Preliminary and Final Plat; the PUD Preliminary and Final Plan; Building and Site Plan; a Planned Unit Overlay District; and the Development Agreement.
- 8/4/20 the developer signed the Development Agreement and the storm water agreement.

28. ***Industrial Zone – 600 Railway Street South***

- ***9/8/20 City Planner provided concept for Industrial Park***
- ***Staff to look at estimated costs for utility and street improvements.***