



CITY OF SPRING PARK
CITY COUNCIL AGENDA
NOVEMBER 6, 2017 – 7:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT MEETING AGENDA
4. ADOPT CONSENT AGENDA*
 - a. Work Session Meeting Minutes from October 16, 2017
 - b. Regular City Council Meeting Minutes from October 16, 2017
 - c. Orono Police Contract Renewal
 - d. Resolution 17-16: Authorizing JPA with the Bureau of Criminal Apprehension
 - e. Resolution 17-17: Designating Annual Polling Place
5. PUBLIC FORUM**
6. PRESENTATIONS & GUEST SPEAKERS
7. PUBLIC HEARINGS
8. PETITIONS, REQUESTS, & APPLICATIONS
 - a. Back Channel Brewing Special Event Application for Saturday, Nov. 25th
9. ORDINANCES & RESOLUTIONS
10. REPORTS OF OFFICERS AND COMMITTEES
 - a. Mayor & Council
 - b. City Staff
 - c. Contract Staff
11. NEW BUSINESS & COMMUNICATIONS
12. CLAIMS FOR PAYMENT
 - a. November 6, 2017 Claims
13. UPCOMING MEETINGS & TRAINING
 - a. November 8 – LMCD Regular Meeting – 7:00 PM
 - b. November 9 – LMCC – 7:00 PM
 - c. November 14 – Administration Committee – 12:00 PM
 - d. November 15 – Comprehensive Plan Committee – 6:00 PM
 - e. November 20 – City Council Work Session – 6:00 PM
 - f. November 20 – Regular City Council Meeting – 7:00 PM
14. MISCELLANEOUS (INFORMATION ONLY)
 - a. MFD Press Release
15. ADJOURNMENT

* The Consent Agenda lists those items of business which are considered to be routine, recommended for approval, and/or which need no discussion. The several separate items listed on the Consent Agenda are acted upon by one motion. There will be no separate discussion of these items unless a Council Member makes a request, in which event the item will be removed from the Consent Agenda and placed elsewhere on the regular agenda for Council discussion and action.

** Under Public Forum individuals may address the City Council about any item not contained on the regular agenda. Each speaker should keep their statements to three minutes to allow sufficient time for others. The Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.



CITY OF SPRING PARK
 WORK SESSION MINUTES
 OCTOBER 16, 2017 – 6:00 PM
 SPRING PARK CITY HALL

CALL TO ORDER - The work session was called to order by Mayor Rockvam at 6:01 p.m.

Council Members Present: Jerry Rockvam, Mayor; Pamela Horton; Gary Hughes; Catherine Kane Palen, and Megan Pavot

Staff Present: Dan Tolsma, City Administrator; Mike Kuno; City Engineer; Nancy Jensen Beck, City Attorney; and Theresa Schyma, City Clerk.

1. ASSET MANAGEMENT REPORT DISCUSSION – City Engineer Kuno presented the draft asset management plan. He stated that tonight’s discussion is a high-level overview of the plan; he asked the Council to review the draft plan and come back with questions so that a more in-depth discussion can occur at a future work session.

City Engineer Kuno discussed the map that details the City’s water main break history by location and year.

City Engineer Kuno stated that he will provide the Council with a feasibility report and potential phasing plan for the Shoreline Drive and Interlachen Road projects in early November.

2. POLICE CONTRACT DISCUSSION – City Administrator Tolsma presented a brief summary of the proposed contract with the City of Orono for police services.

Police Chief Farniok discussed the proposed contract with City Attorney Jensen Beck’s recommended revisions.

City Attorney Jensen Beck stated that she prepared the revisions to consider what contract language would be in the best interest of Spring Park. When looking at the language for the initial contract length of five years and renewal period of five years; it is in the City of Orono’s best interest for longer initial contract and renewal period. It is not a legal issue but a shorter renewal period provides Spring Park more flexibility.

Mayor Rockvam stated that the City has received excellent service from the Orono Police Department and doesn’t want that to change.

Council Member Pavot added that she is also happy with the level of service the City has received but believes City Attorney Jensen Beck’s suggestions should be considered.

The City Council consensus was to amend the contract language to an initial five year contract with two year renewal period.

Police Chief Farniok discussed the reasoning for the language regarding union wage increases. He also stated that language was removed in the “services provided” section of the contract to update and remove services that the police department doesn’t actually provide anymore.

The City Council consensus was in agreement with Police Chief Farniok regarding the union wage increase language and updating the “services provided” language in the contract.

Mayor Rockvam suggested that City Administrator Tolsma and City Attorney Jensen Beck continue discussions on the final details with Police Chief Farniok and the Orono City Attorney to bring a new contract back to the City Council for consideration at a regular meeting.

3. SUPER BOWL SPECIAL EVENTS DISCUSSION – Police Chief Farniok briefly discussed some proposed Super Bowl special events that are still in the early stages of planning but it appears these multi-day events may impact the lake communities including Spring Park. He continued that some of the areas of concern that need to be addressed with these large scale special events are safety and security, emergency and evacuation, secondary location if ice conditions are not adequate, traffic, parking, and the impact on local residents. He asked the City Council if there were any concerns they specifically wanted him to address with the event planners in his discussions with them.

Mayor Rockvam questioned if the current special event application process and fee would cover the cost of staff time.

City Attorney Jensen Beck stated that the current special event fee is pretty modest.

Police Chief Farniok stated that cost of staff time could be factored in his discussions with event planners.

4. MISCELLANEOUS - None.

5. ADJOURN – The work session was adjourned by unanimous consent at 7:04 p.m.

Date Approved: November 6, 2017

Theresa Schyma, City Clerk

Dan Tolsma, City Administrator



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CITY OF SPRING PARK
CITY COUNCIL MINUTES
OCTOBER 16, 2017 – 7:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER - The meeting was called to order by Mayor Rockvam at 7:10 p.m.

Council Members Present: Jerome P. Rockvam, Mayor; Pamela Horton; Gary Hughes; Catherine Kane Palen; and Megan Pavot

Staff Present: Dan Tolsma, City Administrator; Al Brixius, City Planner; Nancy Jensen Back, City Attorney; and Theresa Schyma, City Clerk

2. PLEDGE OF ALLEGIANCE – Mayor Rockvam led the audience in the Pledge of Allegiance.
3. ADOPT MEETING AGENDA - Council Member Hughes made an amendment to the agenda and wanted Items #9A through 9D removed as he believes additional work session time is needed to discuss the issue.

M/Hughes, S/Horton to adopt the meeting agenda as amended.

Mayor Rockvam requested a roll call vote.

Motion carried 3-2. (Hughes, Horton, Rockvam – ayes; Pavot, Kane Palen – nays)

Mayor Rockvam stated the agenda items would be moved to a future agenda after further discussion.

4. ADOPT CONSENT AGENDA
 - a. Special Meeting Minutes from September 14, 2017
 - b. Work Session Meeting Minutes from September 18, 2017
 - c. Regular City Council Meeting Minutes from September 18, 2017

M/Horton, S/Pavot to adopt the Consent Agenda.

Motion carried 5-0.

5. PUBLIC FORUM - None.
6. PRESENTATIONS & GUEST SPEAKERS
 - a. WECAN Update – Christie Larson, Executive Director of the Western Communities Action Network (WeCAN), delivered an update about the services that WeCAN has provided to the community in the past year. She also thanked the City Council for their continuing support of WeCAN.
7. PUBLIC HEARINGS - None.

8. PETITIONS, REQUESTS, & APPLICATIONS - None.

9. ORDINANCES & RESOLUTIONS

- a. ~~Ordinance 17-05: Outdoor Storage Amendments~~
- b. ~~Resolution 17-16: Approving Summary Publication of Ordinance 17-05~~
- c. ~~Ordinance 17-06: Nuisance Amendments~~
- d. ~~Resolution 17-17: Approving Summary Publication of Ordinance 17-06~~

10. REPORTS OF OFFICERS AND COMMITTEES

- a. Mayor & Council – Mayor Rockvam read a thank you note from the Gillespie Center about their appreciation for the City Council’s continued support and contributions.

Council Member Hughes provided an LMCD staffing update.

Council Member Kane Palen stated that she wants to ensure that the outdoor storage ordinance discussion continues. She added that she wants a special work session dedicated to outdoor storage so that all City Council questions can be answered and this item will be able to move forward.

The City Council consensus was to have one final work session dedicated to outdoor storage so that the item can be completed and then placed on a regular meeting agenda.

City Administrator Tolsma responded that he would schedule a work session and notify the Council.

- b. City Staff – City Administrator Tolsma stated that the City is trying to improve street sweeping from previous years by adding an additional sweep. He continued that the first of two street sweepings will be occurring in the upcoming week.

City Administrator Tolsma stated that if residents have any questions about what items will be accepted during the Fall Clean-Up they should contact City Hall for assistance.

- c. Contract Staff - None.

11. NEW BUSINESS & COMMUNICATIONS - None.

12. CLAIMS FOR PAYMENT

- a. October 16, 2017 Claims

M/Kane Palen, S/Hughes approve all claims for payment.

Motion carried 5-0.

13. UPCOMING MEETINGS & TRAINING

- a. October 25 – LMCD Work Session at 6:00 PM with Regular Meeting at 7:00 PM
- b. November 6 – Regular City Council Meeting – 7:00 PM
- c. November 8 – Planning Commission – 7:00 PM
- d. November 14 – Administration Committee – 12:00 PM

14. MISCELLANEOUS (INFORMATION ONLY)

a. MFD September Report

15. ADJOURNMENT

M/Hughes, S/Horton to adjourn the City Council Meeting at 7:30 p.m.

Motion carried 5-0.

Date Approved: November 6, 2017

Theresa Schyma, City Clerk

Dan Tolsma, City Administrator

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CONTRACT FOR LAW ENFORCEMENT SERVICES

This **CONTRACT FOR LAW ENFORCEMENT SERVICES** (“Contract”) made and entered into this ____ day of _____, 2017, by and between the **CITY OF ORONO** (“Orono”), a Minnesota municipal corporation, and the **CITY OF SPRING PARK** (“Spring Park”), a Minnesota municipal corporation.

WITNESSETH:

WHEREAS, Spring Park is desirous of contracting with Orono for the performance of law enforcement services within Spring Park; and

WHEREAS, Orono is agreeable to render law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, a contract such as this is authorized under and by virtue of the provisions of Minnesota Statutes Section 471.59;

NOW, THEREFORE, Orono agrees that it will provide law enforcement services for Spring Park on the following terms and conditions and Spring Park agrees as follows:

1. **Duration of Contract.** The initial term of this Contract is for five (5) years commencing on January 1, 2018 and expiring on December 31, 2023. This Contract will automatically renew at the end of the initial term and at the end of any renewal term for a period of two (2) years, unless Orono or Spring Park provide written notice of termination to the other, no later than six (6) months prior to the expiration date of the original term or any renewal term..
2. **Cost of Services.** In consideration of furnishing law enforcement services under this Contract, Spring Park shall pay Orono the following:
 - A. Year 1 (2018), initial base cost of \$423,000.00;
 - B. Years 2-5, cost to increase by Union wage increase (with a minimum percentage increase to be no less than 1% and a maximum cap of 5% in any single year);
 - C. Renewal Years, cost to increase by Union wage increase (with a minimum percentage increase to be no less than 1% and a maximum cap of 5% in any single year).

The payments shall be made in equal installments on January 1st and July 1st of each year. Capital equipment and headquarter related expenses are included in the base cost. Unexpected major expenditures will be brought to the Joint Police Commission for review and if approved these unexpected major expenditures may be assessed to Orono, Spring Park and the other cities served by the Orono Police Department (together referred to as the “Contract Cities”). Any costs for unexpected major expenditures assessed to Spring Park in addition to the annual base cost must be fairly apportioned among the Contract Cities using a method agreed upon by the Contract Cities. In no event will Spring Park be

responsible for costs or charges in addition to the annual base cost unless Spring Park is given reasonable advance notice of such costs or charges and approves such costs or charges.

Funds received by Orono from Spring Park that are not expended during the year paid will be put into the POLICE CIP to be used toward future costs associated with the police department.

3. **Services Provided.** Orono agrees to furnish law enforcement services to Spring Park 24 hours per day, seven (7) days per week. The level and delivery of service provided to Spring Park will be comparable to the level and delivery of service provided in Orono, including response times and clearance rates at least as good as those in Orono. A specific (but not all inclusive) list of services to be provided is attached hereto and made a part hereof as Exhibit B. In addition, the Orono Police Chief will be the Director of Emergency Management for Spring Park and will coordinate emergency plans for Spring Park.
4. **Joint Police Commission.** Spring Park may appoint two volunteer members to the Joint Police Commission and the name of such appointees shall be furnished to Orono Administration. The Joint Police Commission shall meet periodically, but no less than two times per year, to discuss and make recommendations regarding concerns or problems identified regarding the provision of police service. Any member of the Joint Police Commission may request an additional meeting of the Joint Advisory Committee and upon such request Orono will promptly schedule such meeting.
5. **Administrative Responsibility.** The law enforcement services rendered to Spring Park shall be under the sole direction of Orono. The degree of services rendered, the standards of performance, the hiring and discipline of the officers assigned, and other matters relating to regulations and policies, shall remain in the control of Orono.

Orono and Spring Park will work cooperatively to respond to Spring Park data practices requests as it pertains to police records and police requests for information.

6. **Officers, Employees of Orono.** Officers assigned to duty in Spring Park shall be police officers of Orono. Orono shall assume all obligations with regard to workers compensation, PERA, withholding tax, insurance, etc., arising from the employment of such officers. Spring Park shall not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Spring Park unless Spring Park employs officers directly, independent of this Contract, to provide special law enforcement services in Spring Park. In such event, all obligations and liabilities with respect to employment of special law enforcement officers shall be the complete responsibility of Spring Park. No such direct employment shall be entered into by Spring Park without first obtaining written approval of the City Administrator of Orono whose approval shall not be unreasonably withheld.
7. **Enforcement Policies.** Orono's Police Department Policies, Rules and Regulations and Code of Conduct shall prevail as the enforcement policies within Spring Park.

8. **Enforcement of Laws and Ordinances of Spring Park.** Orono shall be familiar with the Spring Park City Code and shall assist Spring Park personnel in enforcing the City Code as requested. Orono is authorized to and shall enforce Spring Park's City Code and all other applicable and/or appropriate federal and state laws, to the extent appropriate for enforcement by police officers.
9. **Headquarters.** Headquarters for the services furnished to Spring Park under this Contract shall be located at 2730 Kelley Parkway, Orono, Minnesota 55356.
10. **Prosecution and Revenues.** Spring Park shall be responsible for the cost of prosecution of violations which occur within the Spring Park City limits. In addition, any court fines received related to violations which occur within the Spring Park City limits shall be remitted to Spring Park. All board of prisoner fees related to violations within Spring Park City limits shall be paid by Spring Park. P.O.S.T. board reimbursements and drug forfeiture funds will be retained by Orono.
11. **Cooperation and Assistance.** Orono and Spring Park shall have full cooperation and assistance from each others' officers, agents, and employees in the implementation of this contract.
12. **Dispute Resolution and Arbitration.** In the event that a dispute arises under this Agreement, the following procedures shall be followed in an attempt to resolve the dispute prior to the parties commencing arbitration.
 - A. **Dispute Resolution Procedure**
 - Step 1. Disputes related to services being provided under this Contract shall be first brought to the immediate attention of the Orono City Administrator for resolution.
 - Step 2. If the dispute remains unresolved after the proceeding through Step 1, it shall be brought before the members representing Orono and Spring Park Joint Police Commission for resolution.
 - Step 3. If the dispute remains unresolved after proceeding through Step 2, it shall be brought before the city councils of both cities in a joint city council meeting for resolution.
 - B. **Arbitration**

If the dispute remains unresolved after proceeding through all of the above steps, either party may submit the dispute to binding arbitration. The parties shall select an arbitrator that is mutually agreed upon by both parties. If the parties are unable to agree upon an arbitrator, they shall each select an arbitrator for a panel and the two arbitrators selected shall select the third arbitrator. No arbitrator may be a resident of Orono or Spring Park or a current or former employee of or contractor for Orono or Spring Park unless agreed to by both parties. Arbitration shall be completed no later than sixty days from the date that the dispute is submitted to arbitration. The arbitrators' expenses and fees, together with the other expenses, not including legal counsel, accounting or consultant fees, incurred in the conduct of the arbitration, shall be divided equally between the parties to the arbitration. Each party to the arbitration will pay its own attorney, accountant or consultant fees. Except as described in this Section, the

arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572B of Minnesota Statutes (the "Act"). The arbitration will be binding on both parties but subject to rights of modification and appeal as described in the Act.

15. **Hold Harmless and Indemnification.** Orono shall maintain general liability insurance for its services and shall include Spring Park as an additional insured for the term of this Contract and any extensions thereof. Orono shall provide Spring Park proof of such insurance coverages and the additional insured endorsement naming Spring Park upon request.

Orono agrees to defend and indemnify Spring Park against any claims brought or actions filed against Spring Park or any officer, employee, agent or volunteer of Spring Park for injury to, death of, or damage to the property of any third person or persons, arising from Orono's performance under this Contract. Under no circumstances, however, shall Orono be required to pay on behalf of itself and Spring Park, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, applicable to any one party. The limits of liability for Spring Park and Orono may not be added together to determine the maximum amount of liability for Orono. The intent of this subdivision is to impose on Orono a limited duty to defend and indemnify Spring Park for claims arising out of the performance of this Contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.

This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

16. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes and replaces any prior agreement between the parties on the same subject.
17. **Amendment.** This Contract may be amended only with the written approval of both Spring Park and Orono.
18. **Assignment.** The rights and obligations under this Contract will not be assigned, and Orono will not subcontract for any services to be furnished to Spring Park (except as otherwise provided in this Contract), without prior written consent of the other party. Orono agrees that it will not enter into any agreement for services with other communities which will adversely impact any services provided in this Agreement to Spring Park. Spring Park acknowledges that Orono provides law enforcement services for Minnetonka Beach and Mound, which also have representatives on the Joint Police Commission described in Section 6.

19. **Notices.** Written notices and communication required to be given under this Contract are to be in writing and sent by U.S. Mail or fax addressed:

If to Spring Park: City Manager
Spring Park City Hall
4349 Warren Ave
Spring Park, MN 55384

If to Orono: City Administrator
Orono City Hall
PO Box 66
Crystal Bay, MN 55323

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF ORONO

Dated: _____, 2017.

By _____
Dennis Walsh, Its Mayor

Dated: _____, 2017.

By _____
Doug Reeder
Its City Administrator

The above Contract was reviewed and approved by the City Council for the City of Orono, by Resolution No. _____, dated _____, 2017.

CITY OF SPRING PARK

Dated: _____, 2017.

By _____
Jerome P. Rockvam, Its Mayor

Dated: _____, 2017.

By _____
Dan Tolsma, Its City Administrator

The above Contract was reviewed and approved by the City Council for the City of Spring Park, by Resolution No. _____, dated _____, 2017.

EXHIBIT B
LAW ENFORCEMENT SERVICES PROVIDED

The law enforcement services to be provided under this Contract by Orono include, without limitation, the following:

1. Squad car patrol services as needed with random coverage of streets and residential areas, security checks of businesses, and patrols of parks and other public gathering areas, and public parking areas;
2. Enforcement of Minnesota Statutes and Spring Park City Ordinances, including, without limitation, enforcement of noise and parking ordinances;
3. Traffic enforcement on public streets, including regular use of radar and other electronic speed deterrent equipment;
4. Organization and operation of residential and commercial crime prevention programs and public safety programs, such as car seat inspections;
5. Criminal investigative services, liquor license and background check investigations, tobacco and alcohol education and compliance checks, predatory offender registration compliance checks, and coordination with Hennepin County and Minnesota Bureau of Criminal Apprehension (“BCA”);
6. Follow up contact with persons who have reported crimes, including contact by telephone, email or surface mail as to the status of investigations, to the extent permitted by law;
7. Response to automobile accidents, pedestrian injuries, medical emergencies, fire emergencies, and similar situations as well as securing emergency scenes and providing follow-up information to other emergency responders;
8. Coordination and communication for response services and dispatch of law enforcement personnel;
9. Traffic control, pedestrian control and other patrol services for community events;
10. Submission of quarterly reports and annual preliminary and final police service budgets to the Spring Park members of the Joint Police Commission and Spring Park City Council (in advance of adoption) and attendance at Spring Park Council meetings upon request.

Orono shall provide all necessary equipment and vehicles to perform the services required by this Contract. All marked police vehicles provided by Orono and serving Spring Park shall have the name “Spring Park” affixed to the vehicle in such manner so as to be visible to the public.

4/d

CITY OF SPRING PARK
SPRING PARK, MINNESOTA

RESOLUTION NO. 17-16

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

WHEREAS, the City of Spring Park 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 Spring Park, 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 Spring Park on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Police Chief, Correy Farniok, 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 Attorney, Greg Keller, 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 Jerome P. "Jerry" Rockvam, the Mayor for the City of Spring Park, and Theresa Schyma, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the City Council of the City of Spring Park this 6th day of November, 2017.

CITY OF SPRING PARK

Approved:

Jerome P. Rockvam, Mayor

Attest:

Theresa Schyma, City Clerk

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

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

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

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

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

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

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

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

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

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

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Gregory E. Keller, City Attorney, PO Box 290, Delano, MN 55328, (952) 401-9405, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

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

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Spring Park 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 132532, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

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

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

h. “**Subscriber**” shall mean the Agency.

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

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

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

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

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

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

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

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

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

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

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

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

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

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

11. [reserved]

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

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

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

15. WARRANTY DISCLAIMERS.

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

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

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

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

4e

**CITY OF SPRING PARK
SPRING PARK, MINNESOTA**

RESOLUTION NO. 17-17

RESOLUTION DESIGNATING ANNUAL POLLING PLACE

WHEREAS, it is important that citizens exercise their right to vote at their local polling place; and

WHEREAS, Minn. Stat. § 204B.16 requires the City Council to designate its local polling place for elections annually;

NOW, THEREFORE, BE IT RESOLVED that as required by Minn. Stat. § 204B.16, Subd. 1 the City Council of the City of Spring Park, in Hennepin County, Minnesota does hereby designate Spring Park City Hall, located at 4349 Warren Avenue, Spring Park, Minnesota as its polling place in 2018.

BE IT FURTHER RESOLVED, that the City notify residents of this designation by following the requirements of Minn. Stat. § 205.16.

ADOPTED by the City Council of the City of Spring Park this 6th day of November, 2017.

CITY OF SPRING PARK

Approved:

Jerome P. Rockvam, Mayor

Attest:

Theresa Schyma, City Clerk

8a

CITY OF SPRING PARK
4349 WARREN AVENUE
SPRING PARK, MINNESOTA 55384
952-471-9051

**APPLICATION FOR
SPECIAL EVENT PERMIT**

<u>Type of Permit</u>	<u>Permit Fee</u>
Special Event.....	\$100.00

Name of Applicant Back Channel Brewing

Address 4787 Shoreline Drive

Telephone 763-458-0568

Responsible Party Josh Leddy, 763-458-0568
(Please list here the name and telephone number of the contact person for the Event)

If applicable, submit a list of all persons and entities involved in the proposed Event, including organizers, promoters, financial underwriters, commercial sponsors, charitable agencies or organizations to be benefited by the Event, etc. Please include name, address and telephone number of each organization and the name of the contact person or responsible party.

List Attached List Not Applicable

Name and Description of Event

Back Channel Brewing Grand Opening - An outdoor event in the North parking lot with multiple beer serving stations to showcase our beer. There will be live music from 5:00pm until 9:00pm in a tent between the building and Shoreline Drive. Additionally one food truck will be on site.

Address or Location of Event *(if a route is involved, please attach a map showing the start and finish of the Event, directional arrows and the proposed location of any tents, tables, water stations, portable toilets and other similar items)*

Parking lot on north side of building.

Indoor Event Outdoor Event

Date(s) of Event Saturday, Nov. 25th

Hours of Event 12:00pm - 11:00pm

Estimated Number of Persons Attending or Participating in the Event TBD
(not to exceed the maximum number of persons which can legally and reasonably assemble at the Event location)

Plans for Sound Amplification and Sound Control *(include number and location of speakers - please attach site plan if applicable)* **PLEASE NOTE THAT THE EVENT MUST COMPLY WITH ALL CITY ORDINANCES REGARDING NOISE CONTROL.**

A live band will be performing inside the tent from 5:00pm until 9:00pm. The stage will be positioned on the western edge of the tent and all speakers will be directed east. The band will set up their own sound system and the Brewery management will monitor and control sound levels as needed.

Plans for Parking and Traffic Control

Parking will be provided through a combination of on-site parking at the Brewery with the Marina Center parking lot being used for additional parking.

Plans for Security and Safety *(describe the proposed procedures for set-up; take-down; operation; first aid; crowd control - including the number of security guards, hours of availability and areas of deployment; lighting - if the Event is to occur at night; and any other proposed security and safety measures)*

One trained security guard and two assistants will provide security services during the event. Additionally, there will be at least one designated person checking ID's at all times. Barriers will also be set up around the tent area to ensure that only people cannot freely come and go without first having their ID checked. Once someone has had their ID checked they will be given a wristband to wear.

Plans for Vendors or Concessionaires *(list all vendors and concessionaires proposed to participate in the Event and their locations and describe the business or service to be provided)*

Dakota Junction will provide catering during the event and one food truck will be located on site.

Plans for Food and Beverages *(describe the types of food and beverages to be served, locations, and procedures for trash collection and disposal)*

PLEASE NOTE THAT A SEPARATE LICENSE IS REQUIRED FOR THE SALE AND/OR SERVICE OF ALCOHOLIC BEVERAGES.

Beer will be served by Back Channel Brewing and food will be served by Dakota Junction and one yet to be determined food truck. Additional bins will be provided for trash collection and disposal.

Plans for Sanitation and Trash Collection *(describe plans for site clean-up and for trash collection and disposal, including the number and type of trash/recycling receptacles and their locations; list the person(s) responsible for clean-up for the Event; and list the number and locations of any portable toilets to be used for the Event)*

Randy's Sanitation will be providing additional trash receptacles. Staff will clean the premises immediately following the event and the trash will be removed from the site on Nov. 27th by Randy's Sanitation.

Request for Use of City Services/Equipment (describe any City services or equipment requested for the Event such as cones, barricades, signs, etc.)

Insurance (please attach a copy of either an insurance policy or a certificate of insurance for the Event which lists the City as an additional insured and which includes the policy number and amount of insurance coverage)

PLEASE NOTE THAT ADDITIONAL PERMITS OR LICENSES MAY BE REQUIRED BY THE CITY, STATE, COUNTY OR OTHER AGENCIES FOR YOUR EVENT. IT IS THE RESPONSIBILITY OF THE APPLICANT TO DETERMINE WHICH LICENSES AND PERMITS ARE REQUIRED FOR THE PROPOSED EVENT AND TO OBTAIN SUCH LICENSES AND PERMITS IN ADVANCE OF THE EVENT.

The applicant agrees to defend, indemnify, and hold harmless the City, its Council members, employees, officers, contractors and agents from and against any and all liability, claims, damages, costs, judgments and expenses, including attorneys fees, resulting directly or indirectly from any act or omission arising out of caused by or related to the conduct of the activities authorized by the permit.

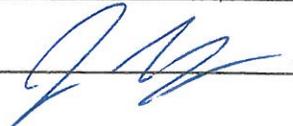
The applicant agrees to comply with all applicable codes, ordinances, rules, and regulations of the City of Spring Park with respect to the Event, including, but not limited to, all codes, ordinances, rules and regulations governing alcohol, noise, nuisance, building occupancy, public safety, and fire safety.

The undersigned represents and warrants that the undersigned is authorized to represent, act on behalf of and bind the applicant.

The applicant states that the information contained in this application is true, correct and complete. If any information contained in this application is found to be false or to constitute a substantial misrepresentation of the Event, the application will be denied and/or the permit revoked.

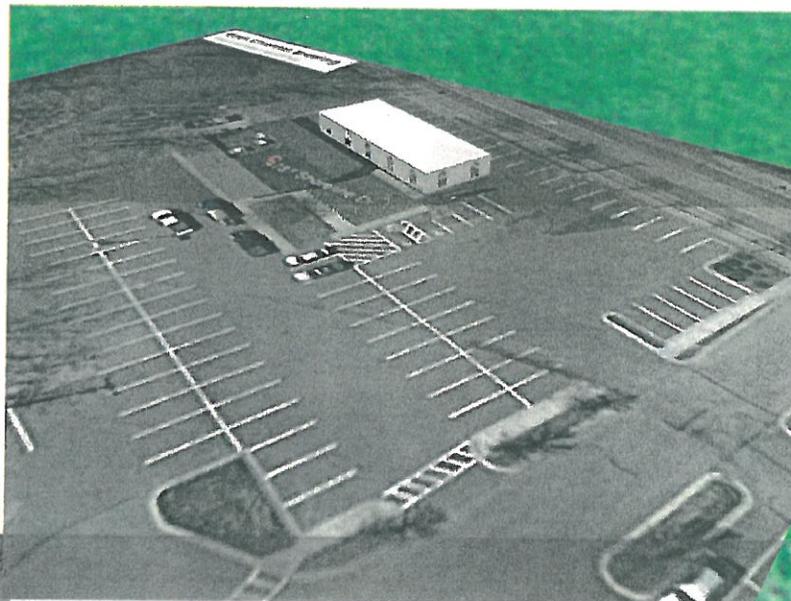
Applicant Back Channel Brewing Date 8/29/17

Printed name Josh Leddy

Signature (and title)  - OWNER



Lake Minnetonka
Party Rental



Back Channel Brewing

Write a description for your map



Date: 11.25.17
Event: Back Channel Brewing
Contact: Melissa & Josh Leddy
Designer: Chad Wagner

Grand Opening Event

Joel Buttenhoff <joel@5thstreetventures.com>
To: "cleanbeaches@gmail.com" <cleanbeaches@gmail.com>
Cc: Seth Mathis <smathis@5thstreetventures.com>, John Wood <jwood@5thstreetventures.com>

Mon, Oct 30, 2017 at 2:16 PM

Josh,

Here is the contact at Ridgeview: John Prondzinski his email is john.pronzinski@ridgeviewmedical.org Also, I hereby give you permission to use additional parking during your Grand Opening Party. Hope it goes well.

Joel Buttenhoff
Work 952-368-9009
Mobil 612-723-7760

Cornerstone Investors LLC
102 Jonathan Blvd. N #200
Chaska MN 55318

We have been the recipients of the choicest bounties of Heaven; we have been preserved these many years in peace and prosperity, we have grown in numbers, wealth, and power as no other nation has ever grown. But we have forgotten God. We have forgotten the gracious hand which preserved us in peace and multiplied and enriched and strengthened us, and we have vainly imagined, in the deceitfulness of our hearts, that all the blessings were produced by some superior wisdom and virtue of our own. Intoxicated with unbroken success, we have become too self-sufficient to feel the necessity of redeeming and preserving grace, too proud to pray to the God that made us.

A portion of Proclamation 97 written by Abraham Lincoln appointing a national day of prayer on March 30, 1863

From: Josh Leddy [mailto:cleanbeaches@gmail.com]
Sent: Monday, October 30, 2017 1:52 PM
To: Joel Buttenhoff <joel@5thstreetventures.com>
Subject: Grand Opening Event

[Content hidden]

Grand Opening

1 message

Smith, Sean <Sean.Smith@associatedbrc.com>
To: Back Channel Brewing <Melissa@backchannelbrewing.com>

Thu, Nov 2, 2017 at 2:53 PM

Melissa & Josh

Your current policy covers you for the grand opening and all events you have planned. If you do plan on any other activities, kids bounce houses or anything like that please let me know.

I would also recommend getting certificates of insurance from all vendors/food trucks coming to the event. If you want to send them to me for review, I would be happy to look at them.

Thanks.

**Sean Smith**

Associated Financial Group | Ahmann-Martin

Office: 952-767-3609 | Cell: 612-741-2991

12600 Whitewater Dr Suite 100 | Minnetonka, MN 55343

sean.smith@associatedfinancialgroup.com**Employee Benefits. Business Insurance. HR Solutions.**

Securities offered through LPL Financial Member FINRA/SIPC

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MEMO

BACK CHANNEL BREWING GRAND
OPENING – SATURDAY, NOV 25TH

SPECIAL EVENT CONDITIONS – DRAFT

1. Any alcoholic beverages being sold outside of the principal building shall be limited to a defined area that must be demarcated with barriers. At no point shall any alcoholic beverages be allowed outside of the demarcated outdoor area or the principal building.
2. The tent must be inspected and approved by the Mound Fire Department prior to the event.
3. Live music will be permitted between the hours of 5:00 pm and 9:00 pm. Additionally, all noise shall comply with section 18-122 of the Spring Park City Code. In the event of legitimate complaints made to the Orono Police Department Back Channel Brewing shall be required to comply with any and all recommendations made by the Orono Police Department to bring the noise levels into compliance.
4. Any and all entrances to the outdoor area must be staffed by a designated ID/wristband monitor.
5. Any additional conditions recommended by the Mound Fire Department and the Orono Police Department shall be complied with.



Contact The Mound Fire Department
Administrative Offices
Telephone 952-472-3555
Fax 952-472-3775
Email moundfire@moundfire.com
Website Moundfire.com

FOR IMMEDIATE RELEASE
October 10, 2017

MOUND FIRE DEPARTMENT HAPPENINGS

Mound, MN, October 10, 2017– During the month of September 2017, the Mound Fire Department responded to 28 fire related calls and 27 medical related calls, for a total of 55 callouts for the month. Fire and Rescue callouts for 2017 continue at a relatively high rate with 2017 YTD at 465 vs 443 in 2016.

The Mound Fire Department Fire Prevention Open House was held on October 4th. We had a good turn-out from families in our community to receive a fire prevention and safety message. We'd like to thank Lindstrom's Restoration for providing the live burn demonstration, The Salvation Army for cooking and serving hot dogs, North Air Care for landing the Air Care Helicopter, along with staff from Orono Police, Minnetrista Police, Ridgeview Ambulance and Advanced First Aid Inc., for providing safety information to our attendees and A-1 Rental for use of the Bounce House. Thank you to the members of the Mound Fire Department Auxiliary and families for helping at the event.

The Mound Fire Department is currently accepting applications for our January 2018 hiring process.

- Every firefighter plays a key role in the success of the fire department by protecting and saving lives and property through effective rescue and firefighter work!
- Applicants must live within our Fire Protection Area which includes: Mound, Minnetonka Beach, Minnetrista, and Spring Park.
- Firefighters are paid on-call and receive pay for fire response, training and maintenance.
- Mound Fire has an Excellent Pension Plan for firefighters.
- Applications can be found on our website: www.moundfire.com or in person at the Mound Fire Station. We are an equal opportunity employer.

Notable Events:

Wednesday, September 6, 2017 at 15:14 hours the Mound Fire Department was dispatched to a vehicle fire in the 2800 Block of Northview Road in Minnetonka Beach. Upon arrival the Mound Fire Engine Crew quickly extinguished the vehicle fire. Although the fire was confined to one vehicle, a parked vehicle received damage from the radiant heat of the vehicle on fire. There were no injuries to any civilians or firefighters.

Change Your Clock, Change Your Battery™! It could save your life!

Day light savings time ends on Sunday, November 5th and marks 30 years that Energizer® has partnered with the International Association of Fire Chiefs (IAFC) to keep families safe through the Change Your Clock Change Your Battery™ program to remind people to change batteries in all smoke alarms and carbon monoxide detectors when setting the clocks back for daylight saving time.

The National Fire Protection Association reports that 71% of smoke alarms which failed to operate had missing batteries, disconnected or dead batteries. Partnering with *Energizer*®, we want to remind you to change your batteries in all of your connected home devices when you change your clocks back for Daylight Saving Time. The Mound

Fire Department has free 9-volt batteries available. Quantities are limited. Beginning Monday, October 30th, 9-volt batteries can be picked up Monday through Friday between 8:00am and 4:30pm at the Mound Fire Station.



If you would like more information, please contact The Mound Fire Department Administrative Offices at 952-472-3555 or email at moundfire@moundfire.com.