



**City Council – Meeting Agenda
March 7, 2017 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes February 7 & 22, 2017.
 - Adopt Resolution #2017-6 Supporting Highway 23 Safety Improvements
 - Adopt Resolution #2017-7 Approving Joint Powers Agreement with BCA
 - Adopt Resolution #2017-9 Adopting Records Retention Schedule
 - Approve 3-year County State Aid Highway (CSAH) Agreement.
 - Approve seasonal/part-time positions pay rates.
 - Approve payment of bills.
5. Public Hearing – 181 Hwy 23 W Off-Sale Liquor Application
 - Approve off-sale liquor application and tobacco license transfer.
6. Discussion on 2016 Year-End Audit Transfers.
 - Adopt Resolution #2017-8 Transfers of Funds.
7. Discussion on Public Works Dump Truck.
8. Discussion on Downtown Demonstration Project.
9. Discussion on Dog Ordinance.
10. Mayor's Comments & Open Forum.
11. Department Reports:
 - Police Department –Katie McMillin
 - City Attorney – Adam Ripple
 - City Engineer – Jon Halter
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
12. Old Business
13. New Business
14. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – February 7, 2017

The Foley City Council held a regular meeting on February 7, 2017, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Kris du'Monceaux, Jeff Gondeck and Gary Swanson.

Members Absent: Councilmember Brian Weis

The pledge of allegiance was recited.

Motion by du'Monceaux seconded by Gondeck, to approve the agenda. Motion carried, unanimous.

Consent Agenda

Motion by Gondeck, seconded by du'Monceaux, to approve the consent agenda, which includes the following:

- Approving minutes of January 3, 2017.
- Approving police department policies and procedures.
- Approving Ashely Holtz as part-time police officer.
- Approving application process for part-time police officer eligibility list.
- Approving payment of bills paid for with checks #49324 - #49445.

Motion carried, unanimous.

Public Hearing – Foley Lumber Re-zoning

Mayor Bettendorf recessed the regular City Council meeting at 5:31 p.m. to conduct the public hearing on Foley Lumber. No one spoke for or against the application. Mayor Bettendorf reconvened the regular City Council meeting at 5:32 p.m. Motion by du'Monceaux, seconded by Gondeck, to adopt Resolution #2017-5 Amending Zoning Ordinance and approving the re-zoning request. Motion carried, unanimous.

Discussion on vacant city councilmember position.

du'Monceaux spoke in favor of nominating Amanda Wilken for the vacant city council seat. du'Monceaux outlined Wilken's qualifications and that Wilken had run for the seat this past fall. Gondeck indicated a need for council experience and nominated Gary Swanson for the position. Bettendorf overviewed the process to find interested parties for the position. Bettendorf indicated support for Gary Swanson. Motion by Bettendorf, seconded by Gondeck, to approve Gary Swanson for the position. Bettendorf, Gondeck – aye; du'Monceaux – nay. Motion carried.

Gary Swanson was administered the oath of office and took his seat as a Councilmember.

Foley Boy Scouts – Discussion on Eagle Scout Projects

Gerry Goble, representing the Foley Boy Scouts, gave an overview of the Eagle Scout program. The troop is requesting suggestions on potential projects. du'Monceaux asked for the Boy Scouts to be introduced to the council. Bettendorf asked if the council could relay ideas for projects to the scout leader. Isaiah Anderson, a current scout, gave an overview of his project to

the council and an upcoming fundraiser for his project. Swanson asked if it will be one project or multiple projects based on the number of Eagle Scouts. Swanson invited the scouts to attend the Legion meeting for assistance. Gondeck questioned the criteria for projects. Goble overviewed the criteria.

Discussion on Spring Clean-Up Day

Bernie Peterson, 8250 90th Avenue NE, was at the meeting to give an overview of the disbanding of the Kiwanis Club and the need to find another sponsoring organization for the Foley Clean-Up Day. The council indicated support for allowing the clean up to be passed over to the Boy Scouts as requested. The Boys Scouts have indicated they will continue to support the trail maintenance as the Kiwanis Club had in the past.

Discussion on Foley Fire Relief vesting policy change

Josh Beutz, president of Foley Fire Relief, gave an overview of two policy changes on the vesting percentages and years of service and meetings. Beutz indicated a need to remain competitive. Motion by du'Monceaux, seconded by Swanson, to approve the policy changes. Motion carried, unanimous.

Discussion on leave of absence request of Thomas Fread.

Gondeck expressed concern over holding a position of a part-time police officer. Bettendorf indicated Fread has been offered a full-time position with Paynesville. City Administrator Sarah Brunn indicated Mr. Fread is not allowed to work part-time in another department until his one-year probation is up. City Attorney Adam Ripple gave an overview of the seniority procedure in the union contract. Chief Katie McMillin indicated the council must make the decision. Motion by Gondeck, seconded by Bettendorf, to deny the leave of absence request. Motion carried, unanimous.

Discussion on vacant public safety committee position.

The three individuals who have expressed interest were reviewed. Du'Monceaux indicated support for Corri Gross and John Poshek. Gondeck indicated support for John Poshek and Rosalie Musachio. Swanson indicated he would be fine with the recommendation of the council. Motion by du'Monceaux, seconded by Gondeck, to appoint Corri Gross and John Poshek to the public safety committee. The council indicated Kris du'Monceaux will also serve as a council representative.

Open Forum

Janelle Stoltenow, 409 Kathryn Lane, thanked the council for their consideration for the vacant council position and asked to be considered for future appointments. Amanda Wilken, 250 3rd Avenue, expressed concern over the process the council used in making the appointment. Wilken also indicated a desire to run again in an upcoming election. Charles Sealander, 5090 185th Ave, asked for information on beekeeping. Staff will conduct further research into the bee keeping item.

Department Reports

Chief McMillin reviewed the monthly law enforcement report: the Day with Police event; the activities of the public safety committee, including walking your bike; and police policies and procedures. McMillin also indicated an upcoming meeting with officials on the safety on Highway 23.

City Attorney Adam Ripple updated the council on ordinance updates and an upcoming council training.

City Engineer Jon Halter updated the council on the infrastructure needs, potential grant funds and a meeting staff had with S.E.H. funding specialists. Halter also reviewed options on Highway 23 and safety concerns in regards to two recent fatal accidents. MNDOT will be exploring a number of options in the future. All options require studying before implementing. du'Monceaux asked if the "constrained intersection" has been used in other locations. Halter will find more information on that item. du'Monceaux also asked if the speed limit reduction could be considered all the way up to county road 66. Halter also indicated improvements in the TA application could help improve safety on this stretch of road.

Public Works Director Mark Pappenfus updated the council on wellhead protection and activities of the public works department.

City Administrator Sarah Brunn updated the council on rental licenses, planning commission activities, work on the county CEDS plan and scheduling a council infrastructure workshop.

Motion by Gondeck, seconded by Swanson, to adjourn. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY, MINNESOTA
CITY COUNCIL WORKSHOP SESSION – February 22, 2017

The Foley City Council held a workshop on February 22, 2017, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Gary Swanson and Brian Weis.

Members Absent: Councilmember Kris du'Monceaux

Others Present: Sarah Brunn - City Administrator, Mark Pappenfus - Public Works Director

S.E.H. Staff Present: Jon Halter – City Engineer, Heidi Peper – Community Development Specialist, Jessica Hedin – Wastewater Engineer, Jeff Ledin – Water Engineer and Kevin Young – Water Engineer.

The pledge of allegiance was recited.

Motion by Gondeck, seconded by Swanson, to approve agenda. Motion carried, unanimous.

Discussion on City Infrastructure Needs

Jon Halter, City Engineer, introduced the staff present at the meeting and gave an overview of the presentation and points of discussion for the evening.

Jessica Hedin, wastewater specialist, reviewed the existing wastewater treatment system of the Birch and Golf Ponds. Hedin also reviewed the permit renewal process. Staff is closely watching the permit renewal as it relates to phosphorus, sulfates and flows. Flow capacity of the current ponds for 2016 is 92%. The impact on the I/I project and how it relates to flow of the existing ponds were reviewed. Flow capacity related to I/I has decreased from 60% in 2014 to 28% in 2016. The impacts of significant industrial users were discussed. There was discussion on other significant users. Hedin indicated only one business in town, PouchTec, is considered a significant user.

The existing permitting process with MPCA is anticipated to prohibit sewer extensions in the city. The city would need to consider a facility plan to review expansion options and to get cost estimates for expansion. Halter indicated a facility plan is a good option to consider, but the City may want to wait until they get the final permit from the MPCA unless a specific project determines the need to do it sooner. There was discussion on if the City is tied to a specific plan and how the permitting process works. There was discussion on what a sewer extension means. The facility plan process was reviewed and deadlines for funding opportunities were discussed. The current condition of the ponds was discussed. The discussion concluded with waiting for the permit renewal to complete and then bringing back scoping documents on a facility plan back to the City Council in the next few months.

The water system was then discussed. Kevin Young reviewed the existing system of three wells, a storage tank (water tower) and distribution system. Treatment at the wells was reviewed. The City currently complies with drinking water standards and aesthetic drinking water standards. Population projections were used to determine future water demands. Adequate

storage is a current concern of the city's water system. The treatment process and its effectiveness was also reviewed with a pilot study.

Based on the studies and evaluation a few recommendations were made. To address supply, a new well is recommended at the existing site of well #5. A treatment recommendation is being made for a water treatment plant to address iron and manganese. Storage is recommended in constructing an additional tower or storage tank and rehabilitation of the existing storage tank. Distribution recommendations include replacing 4-inch water mains. The pros and cons of water storage were discussed as well as potential locations. Costs of the proposed capital improvements were discussed. The current concerns of the existing system were reviewed by Jeff Ledin and why treatment and capital improvements are necessary in the system.

Heidi Peper gave an overview of funding sources for potential projects including USDA Rural Development, Public Facilities Authority and Green Project (GPR). Peper also reviewed some potential economic development grants as economic development is necessary and lack of expansion on system could prohibit growth of tax base. Peper reviewed the process of being put on the project funding list. There was discussion on affordability. Regionalization was also discussed with cities like Gilman.

Wastewater costs were briefly discussed. The logistics of the permit and limits were also discussed.

Other Business

Bettendorf asked for the council to motion to support the "hands-free" bill co-authored by Representative Jim Newberger. Motion by Swanson, seconded by Gondeck, to draft a letter of support to send on behalf of the city. Motion carried, unanimous.

Gondeck indicated he will be attending the newly elected officials conference this weekend.

Motion by Gondeck, seconded by Weis, to adjourn at 7:02 p.m.

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA
RESOLUTION 2017 - 06

A RESOLUTION SUPPORTING THE MN DEPARTMENT OF TRANSPORTATION REVIEW
AND STUDY STATE HIGHWAY 23 FOR SAFETY IMPROVEMENTS

WHEREAS, State Highway 23 is a major roadway dividing the City of Foley corporate limits and

WHEREAS, State Highway 23 is a crucial connection to access the school system, downtown corridor and county justice system and

WHEREAS, the MN Department of Transportation increased the speed limits on State Highway 23 in the city limits of Foley when the four-lane was constructed and

WHEREAS, increased speeds on State Highway 23 have made car and pedestrian travel difficult and

WHEREAS, the city has experienced two fatal crashes on the east end of State Highway 23 earlier this year and

WHEREAS, the site near the aforementioned crashes is also near a school zone, residential development and large child care facility which experiences a high volume of vehicle and pedestrian traffic within a high speed zone;

THEREFORE, BE IT RESOLVED that the City of Foley supports and requests a speed study be conducted by the MN Department of Transportation on State Highway 23, particularly on the east side of the city limits of Foley;

BE IT FURTHER RESOLVED, that the City of Foley requests the speed study findings be reported back to the City Council of Foley.

Passed and adopted by unanimous vote of the Foley City Council, this 7th day of March, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 - 07

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

WHEREAS, the City of Foley 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 Foley, 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 Foley on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Katie McMillin, 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 Benton County Attorney, Phillip Miller, 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 Gerard Bettendorf, the Mayor for the City of Foley, and Sarah A. Brunn, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 7th day of March 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

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 Foley 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 121352, 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: _____

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Robert Raupp, County Attorney, 615 Hwy 23, PO Box 189, Foley, MN 56329, (320) 968-5175, 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: _____

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 - 09

A RESOLUTION ADOPTING RECORDS RETENTION SCHEDULE

WHEREAS, the City of Foley creates and maintains many records as part of its operation; and

WHEREAS, space and resources to maintain records is difficult with existing facilities and staff; and

WHEREAS, staff recommends the city adopt a records retention schedule to allow the purging of certain records; and

WHEREAS, a records retention schedule must be adopted before the destruction of city records;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby approves adopting the General Records Retention Schedule for Minnesota Cities.

BE IT FURTHER RESOLVED that the Foley City Council directs staff to submit an application to the State of Minnesota for final approval of a records retention schedule.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 7th day of March 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Agreement No. HD478
County Road Maintenance
City of Foley
County of Benton
MTEAGR. FOLEY 2017-2019/3yrs

AGREEMENT

AGREEMENT, Made and entered into this 1st day of February 2017, by and between the County of Benton, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the City of Foley, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, Pursuant to Minnesota Statutes of 2014, Section 162.17, Subdivision 3, the parties desire to enter into an agreement relating to the routine maintenance of roadways located within the corporate limits of the City, as listed below, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, The parties do agree as follows:

SECTION I

The City will, during the term of this agreement, maintain those portions of County State Aid Highways within the corporate limits of the City listed as follows:

<u>CSAH Number</u>	<u>Termini</u>	<u>Length Miles</u>
4	From CSAH 32 to 0.10 mi. W. of E. City Limits	0.54
20	From T.H. 23 to CSAH 30 (Main Street)	0.21
27	From T.H. 23 to 5th Avenue	0.34
30	From CSAH 32 to Broadway Avenue	0.34
32	From South City Limit to T.H. 23	0.69
	Total	<u>2.12</u>

SECTION II

The routine maintenance to be performed by the City shall consist of the following:

- A. Maintain the aforesaid portions of the County State Aid Highways so as to keep the same reasonably smooth and in reasonably good repair for the passage of vehicular traffic

and reasonably free of all obstructions and impediments to traffic. This said maintenance shall include such preventive maintenance services as may be required to preserve the roadway in its present existing condition, including but not limited to proper and timely patching, joint repair, street sweeping, rubbish removal, cleaning, and repair of drainage facilities, mowing of grassed areas, and trimming of bushes, trees, and shrubs within highway right-of-way. The City is also responsible for crack sealing, however due to lack of appropriate equipment, the County hereby agrees to provide manpower and equipment and the City agrees to pay for necessary materials to accomplish crack sealing.

- B. Provide such services on all bridges carrying vehicular traffic which may be required to insure the safe passage of vehicular and pedestrian traffic during all seasons of the year, such as: removal of snow and ice, sweeping, cleaning drains, bridge delineators and remove snow from bridge sidewalks. Also to provide such preventative maintenance services as may be required to insure the maximum life expectancy of the structures, such as: cleaning bearing areas, cleaning and sealing joints, painting railings, bituminous and concrete deck patching, minor repairs to sidewalk and railings, and minor patching to piers and abutments.
- C. Keep the aforesaid portions of County State Aid Highways reasonably free and clear from ice, snow and debris, and undertake proper sanding and/or salting, and hauling of snow when necessary. It shall be the City's responsibility to maintain the fluid traffic lanes to their full width during the winter months within a reasonable period of time following each storm.
- D. Furnish all labor, materials, supplies, tools, and other items necessary for the performance of all and any of the work provided for in this agreement.
- E. Coordinate access control and permitting through the Benton County Department of Public Works.

SECTION III

All materials used by the City in the performance of the work hereunder shall conform to the requirements of the Minnesota Department of Highway's Specifications for Highway Construction dated April 29, 2014 and all amendments and supplements thereto.

SECTION IV

It shall not, however be the obligation of the City under this

agreement to do any work which shall consist of extraordinary maintenance, betterment, construction, or reconstruction. In the event that such work is required, the County and the City shall enter into separate agreements which shall specify the type of work to be performed and the division of cost for such work. All requests by the City for such work shall be submitted for approval as soon as possible for inclusion in the budget system. Project funding is frequently a critical factor in the process leading up to actual construction.

SECTION V

The city may partially block said highways within its corporate limits at such times as it becomes necessary for the performance of the services under this agreement, and in cases of emergency where it is required, such highways may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on said highways for a longer period of time than is reasonably required for making the necessary repairs thereon. The City may also close to travel such streets at such times as it is necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers, but except in cases of emergency, the City shall first give the County ten (10) days written notice before commencing or allowing the commencement of such installation or repairs. However, the City shall not cause any portions of said highways which are to be maintained hereunder to be closed to traffic for any reason other than those above set forth and in no event for a time longer than shall be reasonably necessary. In the event of the total blocking or closing of any such County State Aid Highways, the City shall provide a suitable detour during such time.

The City shall be responsible for proper signing, marking, barricading, and such other warning devices as may be required to adequately protect the pedestrian and vehicular traffic.

SECTION VI

It is understood that all persons working on such highways and bridges are employees of the City or its contractors or agents and are in no way employed by the County, provided, however, that this provision shall not apply to persons employed directly by the County, or by contractors other than the City, engaged by the County. All contractors and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and comply with all state laws and requirements relating to contracts for the construction and maintenance of County State Highways and that a clause to that effect shall be inserted in all such

contract.

It is further agreed that the County, its officers, agents and employees either in their individual or official capacity, shall not be responsible or liable in any manner to the City for any claim, demand, action or cause of action of any kind or character arising out of or by reason of the nonfeasance, negligent performance or negligent completion of work or improvements by the City, or arising out of the negligence of any contractor under any contract let by the City for the performance of any of the work provided herein; and the City agrees to defend, save and keep said County, its officers, agents and employees harmless from all claims, demands, actions, and courses of actions, including attorney's fees, arising out of the negligence of the City, its officers, agents, or employees.

The City also agrees that any contract let by the City for the performance of any of the work included hereunder shall include clause that will: (1) Require the contractor to hold the County, its officers, agents, and employees harmless from any claim, demand, action or cause of action of any kind or character arising out of or by reason of the negligence of the said contractor, its officers, employee, agents or subcontractors and (2) Require the contractor to provide and maintain sufficient insurance so as to assure the performance of its hold harmless obligations.

SECTION VII

The County will pay the City for routine maintenance operations as specified in Section II of this agreement, the amount of: **\$3,000.00** per maintenance mile for the calendar year **2017, 2018 and 2019** as set forth in Section I.

On this Basis the County will reimburse the City for **2.12** maintenance miles the total sum of:

\$ 6,360.00 for the year 2017,
\$ 6,360.00 for the year 2018,
\$ 6,360.00 for the year 2019.

Upon a change in the routing of said highways or any substitutions of a new route over the above described, or upon any variation whatsoever from the present location of said highways by the County, the City shall maintain the new highways in accordance with this agreement during such period of substitution and shall be paid therefore that amount to which it is entitled in accordance with the terms of this agreement, to be determined by computing the maintenance miles of the new route and paying for maintenance thereof on the basis of:

\$3,000.00 per maintenance mile for the year **2017**,
\$3,000.00 per maintenance mile for the year **2018**, and
\$3,000.00 per maintenance mile for the year **2019**
for such mileage, including fractions thereof, and pro-rated
according to months of use.

Payments under this agreement shall be made on an annual basis and
as soon after February 1 of said calendar year as may be possible.

SECTION VIII

The aforesaid County State Aid Highways shall be inspected periodically by authorized representatives of the County to determine the adequacy of the work performed under this agreement. If it is determined by the County that the City is not performing the work described herein under the terms of this agreement, the Board of County Commissioners shall give the City Council thirty (30) days written notice of such non-performance. The City shall have thirty days within which to remedy said complaint. However, if the City feels that it has adequately performed under the terms of this agreement, then the City Engineer and County Engineer shall resolve their difference and mutually agree as to what work needs to be done and how the work is to be performed and upon reaching said agreements by the respective engineers the City shall perform in accordance to their agreement; provided, however, if the respective Engineers of the parties cannot agree within thirty (30) days of notification to the City then the County may do and perform, or cause such work to be done or performed and may retain from any monies then due to the City under this agreement, or thereafter becoming due, any such amount as is required for the completion of such work. This paragraph shall not be construed to relinquish any rights of action or obligations, of either party, for any breach of this agreement which may accrue during the term of this agreement.

SECTION IX

The provisions of Minnesota Statutes of 2014 Section 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action plan of Benton County shall be considered a part of this agreement as though fully set forth herein.

SECTION X

This agreement shall terminate on the 31st day of December, 2019; provided, however, the parties may, by joint resolution, extend this agreement on a year to year basis, or modify the per mile maintenance cost. However, a new agreement shall be executed by the parties if major terms of the agreement are to be changed.

IN TESTIMONY WHEREOF, The City and the County have caused these presents to be executed by their respective officers as of the date first above written.

CITY OF FOLEY

ATTEST:

By _____
City Clerk

Date _____

SIGNED:

By _____
Mayor

Date _____

COUNTY OF BENTON

ATTEST:

By _____
County Auditor

Date _____

SIGNED:

By _____
Chairperson of County Board

Date _____

RECOMMENDED FOR APPROVAL:

Director of Public Works
and County Engineer

Date _____

Upon proper execution, this agreement will be legally valid and binding and upon date of approval is in compliance with all laws relating to the subject matter hereto.

County Attorney

Date _____

*Seasonal / Temporary Employees
Part Time Positions*

<u>Pool Employees</u>		<u>Rate/Range</u>	<u>Wage Cap</u>
Pool Manager	returning employee	\$16.00 - \$19.00 0.50/hr increase	\$19.00
Assistant Pool Mgr	returning employee	\$13.00-\$15.00 0.50/hr increase	\$15.00
Lifeguard	returning employee	\$9.50 - \$11.00 0.50/hr increase	\$11.00
Swim Instructor	no annual adjustment	\$11.00	\$11.00
<u>Public Works Employees</u>		<u>Rate/Range</u>	<u>Wage Cap</u>
Temporary PW Maintenance	returning employee	\$10.00-\$14.00 0.50/hr increase	\$14.00
Snow Contractor			
Heavy Equip./Plow Operator		\$18.00-\$20.00	\$20.00
Pick-up/Dump Truck Operator	returning employee	\$13.00-\$15.00 0.50/hr increase	\$15.00
Seasonal PW Maintenance	returning employee	\$9.50 - \$12.00 0.50/hr increase	\$12.00

Bills List -March 7, 2017

Gross Salaries	Payroll - 2/17/17	\$	20,603.40
EFTPS	Federal Withholding	\$	4,458.82
MN Dept of Revenue	State Withholding	\$	891.06
State Treas. PERA	PERA	\$	3,556.47
Nationwide	Deferred Comp	\$	475.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	60.00
MN PEA Union	Union Dues	\$	39.00

Gross Salaries	Payroll - 3/3/17	\$	23,409.55
EFTPS	Federal Withholding	\$	4,776.39
MN Dept of Revenue	State Withholding	\$	996.23
State Treas. PERA	PERA	\$	4,332.78
Nationwide	Deferred Comp	\$	620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	85.00
MN PEA Union	Union Dues	\$	-

Already Paid - 2/28/17

CAN Surety	Insurance Transfer	\$	20.00
Delta Dental	Employee Dental Insurance	\$	1,381.25
Emergency Response Solutions	FD Supplies	\$	1,738.49
Kemble Inc	Compost Grinding	\$	3,160.00
Midcontinent Communications	Monthly Internet	\$	339.48
MN Dept of Health	2017 Pool License	\$	650.00
MN Dept of Labor & Industry	Pressure Vessel	\$	10.00
MN Dept of Revenue	January Sales Tax	\$	1,655.00
Our Designs	FFD Engraving	\$	89.60
Rinke-Noonan	Attorney Fees - General & PD	\$	3,068.00
Select Account	Deferred Comp Admin Fee	\$	8.44
US Able Life	Employee Life Insurance	\$	299.50
Wimactel, Inc	Pool Pay Phone	\$	60.00
Windahl Technology	Network Repair	\$	566.50

To Be Paid - 3/7/17

ABM Equipment	Sewer Supplies	\$	317.19
AllSpec Services	Inspection Services	\$	2,445.35
Auto Value	Sewer, Water, Street, Shop & Fire Supplies	\$	140.16
Badger Meter	Utility Meter Support	\$	1,352.40
Banyon Data	Utility Billing Support	\$	795.00
Batteries & Bulbs	Fire Dept Batteries	\$	76.68
Bayerl Water Resources	Wellhead Protection Assistance	\$	2,875.00
Benton County News	Publications	\$	368.60
Benton Trophy & Awards	Council Name Plate	\$	18.74
Central McGowan	Medical Cylinders, Oxygen	\$	59.40
Compass Minerals	Bulk Highway Coarse	\$	7,868.02
Dyna Systems	Cryobit	\$	138.48
East Central Energy	Utilities	\$	982.28
Emergency Response Solutions	Stickers, Boot, Mobile Hose, Lite Tracker	\$	1,404.40
F.I.R.E	NFPA Training	\$	1,000.00
Ferguson Waterworks	Chainsaw Repair & Blades	\$	196.55
First National Bank of Omaha	Credit Card Purchases	\$	1,801.87
Fleet One - Super America	Fuel Charges	\$	83.70
Foley Hardware	Supplies	\$	413.87
Foley Medical Center	FD Member Physicals	\$	407.00

Freightliner of St. Cloud	Fire Truck #3 Repair	\$ 5.42
G&K Service	Uniforms & City Hall Mats	\$ 327.33
Gopher State One Call	Email Tickets	\$ 13.50
Granite Electronics	Public Works Radio Repair	\$ 124.80
Handyman's	Street Sweeper Repairs	\$ 41.05
Hawkins	Chlorine	\$ 1,355.94
Henry's Waterworks	Winter Grade Cold Patch, Profilers	\$ 8,522.36
Integra	Phone Services	\$ 866.27
JM Truck & Tractor Repair	Fire Truck #3 Repair	\$ 150.00
L.I.F.E.	PD - Responders Course	\$ 1,400.00
League of MN Cities	Patrol Subscription & Workshop	\$ 740.00
Marco	Internet Services	\$ 305.91
Minnesota Pipe & Equip	Water Supplies & Maint	\$ 399.77
MN Dept of Health	Water Supply Service Connection	\$ 1,434.00
MN Firefighter Newspaper	FD Newspaper Subscription	\$ 140.00
MN State Fire Chiefs Association	Officer Registration & Renewal	\$ 77.00
Motorola	FD Pager Batteries	\$ 228.00
Murphy Chevrolet	Police Cruiser Repairs	\$ 368.59
New Frontier Services	Website Services	\$ 50.00
Riteway Business Forms	Water Billing Forms	\$ 430.44
Royal Tire	New Holland Tire Repair	\$ 156.16
Short Elliot Hendrickson	I&I, Water Supply Plan	\$ 17,621.12
Staples	Office Supplies	\$ 244.80
Streicher's	Fire Dept Clipboard	\$ 52.97
Thomas Tool & Supply	Shop Repairs	\$ 134.70
Todd Foreman	Reimbursement for Fire School Lodging	\$ 295.78
Verizon	Cell Phone Service	\$ 295.11
Wex Bank - Marathon	Fuel Charges	\$ 909.57
Xcel Energy	Utilities	\$ 6,641.83

Additional To Be Paid - 3/7/17

\$ 143,427.07

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA
RESOLUTION 2017 - 08

A RESOLUTION PROVIDING FOR TRANSFERS BETWEEN FUNDS

WHEREAS, in conjunction with closing the books for 2016, transfers need to be accomplished; and

WHEREAS, funds are proposed to be transferred to be incorporated into equipment and streets funds; and

WHEREAS, funds are proposed to be transferred to cover cash deficits; and

WHEREAS, funds are proposed to be transferred to close out bond funds;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby approves the following transfers to be incorporated into the 2016 audit report.

1. Transfer \$234,000 from General Fund (Fund 100) to Equipment Fund (Fund 425).
 - a. \$127,000 is a transfer budgeted for 2016.
 - b. \$107,000 is to cover the remaining cash deficit.
2. Transfer \$28,000 as budgeted to Street Project Fund (Fund 410).
3. Transfer year-end balance of Overlay Fund (Fund 411) to Street Project Fund (Fund 410).
4. Transfer year-end balance of Seal Coat Fund (Fund 412) to Street Project Fund (Fund 412).
5. Transfer year-end balance of 2005 Bond Fund (Fund 205) to 2008 Bond Fund (Fund 208).

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 7th day of March 2017.

ATTEST:

Gerard L. Bettendorf, Mayor

Sarah A. Brunn, City Administrator



Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
c/o Sarah Brunn, Administrator
City of Foley

FROM: Jon Halter, PE
City Engineer

DATE: March 2, 2017

RE: 2018 Dewey Street Improvements
Foley, MN
SEH No. FOLEY 138502 56

2018 seems like a long way out, but it is time to start thinking about the proposed improvements to Dewey Street that are planned for next year.

Project Summary:

As discussed this past fall; improvements to Dewey Street, 2nd Avenue, and 3rd Avenue have been considered for the 2018 construction season (see attached Figures 2 and 3). Dewey Street is a County State Aid Road; and therefore, will be a joint effort between the City and Benton County. Similar to the 2016 4th Avenue North project, the rough summary of the cost share is as follows:

- Benton County will be responsible for the street and storm sewer for Dewey Street.
- City of Foley will be responsible for the sanitary sewer and water main on Dewey Street.
- City of Foley will also be responsible all of the costs associated with 2nd Avenue.

The feasibility study was completed in the fall of 2016 for this project that lays out in more detail the scope and estimated project costs, as well as the proposed cost share. That study is available for review at City Hall, and will be presented again to the Council later this spring.

Demonstration Project:

Benton County has a grant available to be used on a "Demonstration Project". A demonstration project is something to be installed on a temporary basis to help the City decide if it is appropriate to be incorporated into the final design and construction of the project.

After a meeting with Benton County staff, we discussed the possibility of temporarily laying out Dewey Street with parallel parking stalls and an on-road bike lane on the south side (see attached Figure 3 for the Demonstration Project). This would be done as a temporary layout and would only be in place for a few months to get public and staff feedback on the alternative road typical section. At the conclusion of the Demonstration Project, the Council could then decide if this new road section would be incorporated into the final design.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

The grant would cover most of the cost related to the demonstration project, although some City staff time may be needed to help set up some of the temporary improvements and field questions from the general public.

The exact details of the Demonstration Project are still be discussed and worked out between City and County staff, but staff wanted to have a discussion with the Council before moving further on the potential Demonstration Project.

Estimated Project Schedule:

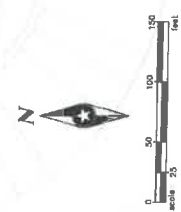
- March 21 – Present feasibility study to Council and set public hearing for the 2nd meeting in April.
- April 18 – Preliminary assessment hearing and consideration to authorize final design.
- May and June 2017 – Demonstration project.
- Late April / Early May – Topo survey of the project area.
- June to November 2017 – Project design.
- December 2017 – State-Aid variance committee (if needed).
- January 2018 – Council consider approval of plans and authorization to advertise.
- February 2018 – Bid opening.
- March 2018 – Council considers award of project.
- May to October 2018 – Construction.
- November 2018 – Final public hearing.

jmh/djg

Enclosures

c: Mark Pappenfus, City of Foley (w/enclosures)
Chris Byrd, Benton County

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FILE NO.
FOLEY138502

DATE:
9/20/2016

FIGURE NO. 2

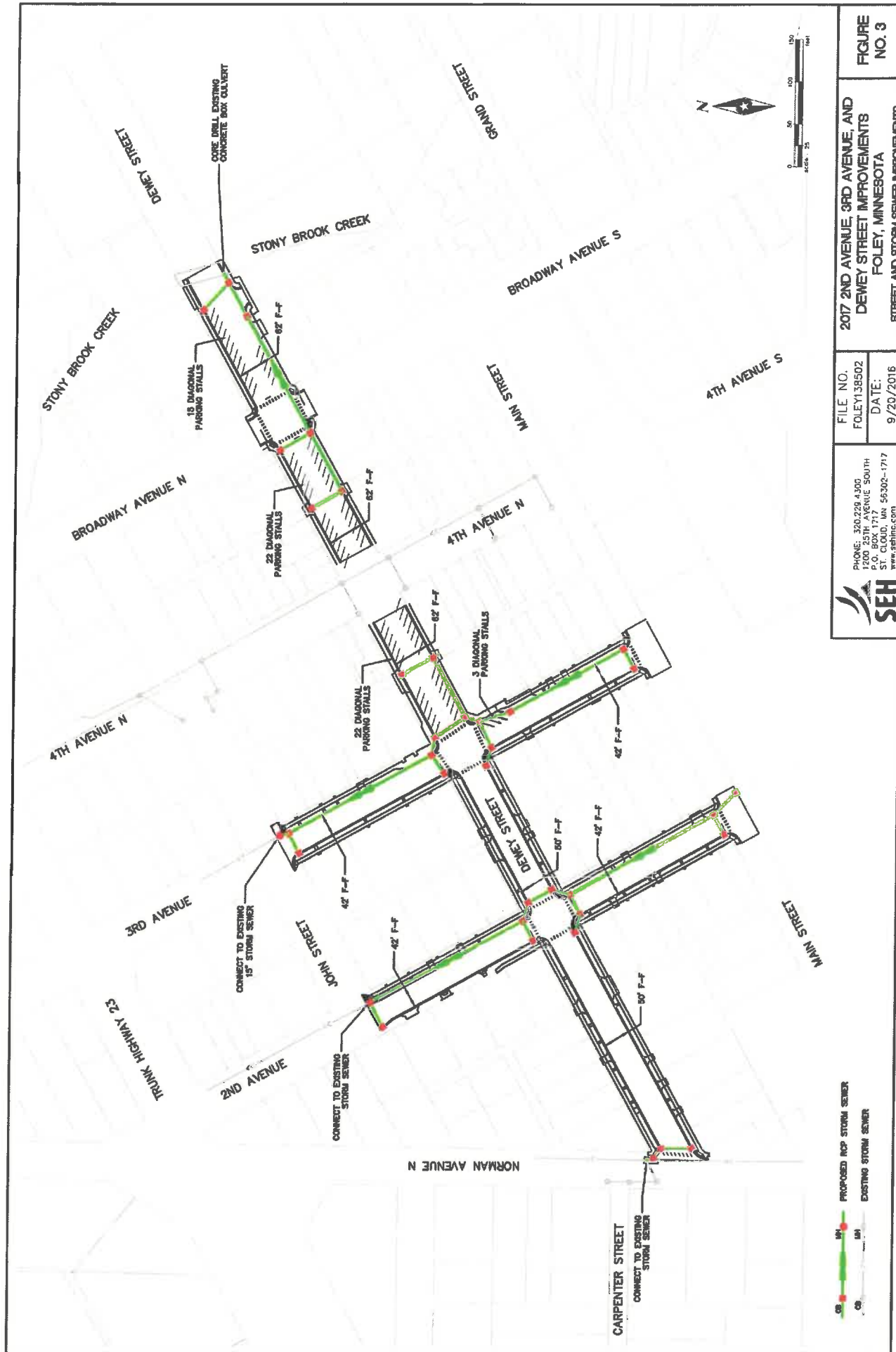
2017 2ND AVENUE, 3RD AVENUE, AND DEWEY STREET IMPROVEMENTS
FOLEY, MINNESOTA

SANITARY SEWER AND WATER MAIN IMPROVEMENTS

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1200 25TH AVENUE SOUTH
ST. CLOUD, MN 56302-1717
www.sehinc.com

- ① COMMERCIAL 8" PVC SEWER SERVICE
- ② RESIDENTIAL 4" PVC SEWER SERVICE
- ③ 1" COPPER WATER SERVICE

- PROPOSED GRANTY SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED DI WATER MAIN
- EXISTING WATER MAIN



FILE NO.
FOLEY138502

DATE:
9/20/2016

FIGURE NO. 3

2017 2ND AVENUE, 3RD AVENUE, AND DEWEY STREET IMPROVEMENTS
FOLEY, MINNESOTA

STREET AND STORM SEWER IMPROVEMENTS

PHONE: 320.229.4300
1200 25TH AVENUE SOUTH
P.O. BOX 171
ST. CLOUD, MN 56302-1717
www.sehinc.com



Section 1120 - Dogs

Section 1120:00. Running at Large Prohibited. No dog shall be permitted to run at large within the limits of the City of Foley.

Section 1120:02. Dogs on Leash. The restriction imposed by Section 1120:00 shall not prohibit the appearance of any dog upon streets or public property when such dog is on a leash and is kept under the control of the accompanying person.

Section 1120:04. License Required. No person shall keep any dog within the City without securing a license therefore from the City, who shall keep a record of all licenses issued and shall issue a metal tag for each license. The annual license fee shall be \$5.00 for each dog. Licenses shall expire on the 30th day of April each year.

Section 1120:06. Vaccination Required. Proof of an annual vaccination for rabies must be presented at the time of the application for the license.

Section 1120:08. Impounding. The poundmaster, police officer or community service officer shall impound any dog found unlicensed or running at large and shall give notice of the impounding to the owner of such dog, if known. In case the owner is unknown, such officer shall post notice at the Foley City Hall that if the dog is not claimed within five regular business days of the posting of the notice it will be disposed of. If such dog is not claimed within the time specified and all fees and charges paid, the poundmaster shall dispose of such dog. The poundmaster shall house and feed in a humane manner any dog held at the pound. An impounding fee of \$50.00 and a charge of \$25.00 per day for feeding shall be charged for any dog held at the pound.

Section 1120:10. Penalty. Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not exceeding \$700.00, by imprisonment for a period not exceeding 90 days, or both.

This Ordinance Number 197 was adopted by the Foley City Council on August 7, 1984 and published on August 22, 1984. The Ordinance repealed Sections 1120:00 through 1120:24 of the 1974 Code of Ordinances in its entirety and the above sections were substituted.

Section 1120:08 of the 1974 Code of Ordinances was amended by Ordinance Number 343, adopted September 16, 2003 and published October 7, 2003.

Section 1120:04 of the 1974 Code of Ordinances was amended by Ordinance Number 394 passed and adopted January 3, 2012.

Section 1120:08 of the 1974 Code of Ordinances was amended by Ordinance Number 396 passed and adopted January 3, 2012.

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 03-07-17 COUNCIL MEETING
DATE: MARCH 3, 2017

Consent Agenda

Resolution #2017-6 Supporting Highway 23 Safety Improvements will be adopted as part of the consent agenda. This is to demonstrate support to MNDOT to consider a speed study and safety improvements on Highway 23.

Resolution #2017-7 Adopting Join Power Agreement with BCA is required to be updated as an agreement is necessary for access to records. This agreement is similar to the agreement the council adopted when the department was initially established 5 years ago.

Resolution #2017-9 Adopting Records Retention Schedule is the council authorizing the city to adopt the state records retention schedule for destruction of documents. Following this authorization, the city will request approval from the state and then be able to destroy old records. This is necessary as space is becoming an issue and many records we are keeping are not required to be kept.

The consent agenda also requests approval of the CSAH (County State Aid Highway) maintenance agreement. This is an agreement for Benton County to pay the City for maintenance on CSAH roadways within the city.

The pay rates for the seasonal/part-time positions are outlined in the included document. These adjustments are a result of an increase in minimum wage and include adjustments for positions near minimum wage to make sure the city remains competitive.

Public Hearing – 181 Hwy 23 W Liquor License

The council will need to conduct a public hearing on the liquor application of the buyer of the SuperAmerica. Roger Kenneth Burton will be the responsible party and he represents Northern Tier Retail, LLC. The sale of the store is planned for March 27th. This is a transfer of license, so the council is only approving this license through June 30th at which time all of our licenses are up for renewal. A background was conducted by the chief with no concerns reported. After the liquor public hearing, I ask the council motion to approve both the liquor and tobacco licenses.

Discussion on 2016 Year-End Transfers

I have been working with the auditors to prep for the annual audit which is scheduled April 17th – 19th. In closing the books some transfers need to occur which require council approval. A couple of these transfers were budgeted, one is to close a bond fund and others are to eliminate a cash deficit in funds. If any additional transfers are needed they will be coming forward at a later date.

Discussion on Public Works Dump Truck

Mark Pappenfus will be requesting to purchase a used dump truck the county is selling. He will provide more information on Tuesday.

Discussion on Downtown Demonstration Project

The city was approached as grant dollars are available to conduct a demonstration project. This is a project where potential road improvements are tested out before being completed. City and county staff met and thought a demonstration project on Dewey Street might be a great opportunity for the city, especially since we had concerns with the sidewalk construction on 4th Avenue. Staff is proposing one sided parallel parking and a bike lane along Dewey. This demonstration project would provide funding to temporarily set up these improvements to be used and tested out by the community for a specified period of time. Following that time period we could take feedback from the community before making a final decision on the project. A map is included in your packet and city staff can answer any questions you have on this project at Tuesday's meeting. Staff is requesting council permission to proceed with the grant program. The commitment of the city would be staff resources to help coordinate this project.

Discussion on dog ordinance

Dog licenses are coming due and upon review of current costs and processes staff is recommending the council amend the ordinance and fee to implement a one time (lifetime) dog license. Rather than \$5, this tag would cost \$20 and be good for the entire life of the dog. The license would still be subject to keeping current with required vaccinations. Staff is hoping a lifetime license will increase participation in the program and reduce the annual tag and administration costs of the program. I ask the council motion to amend the code of ordinances to remove the annual license fee for dogs and replace it with a one-time license fee of \$20.

TA Application

Myself, along with Paul Neubauer and Sam Hageman presented on the TA application on February 15th. We did not receive the any bonus parts for ranking in the top 2. Our application did improve but there were many applicants this year. It is possible to receive some funding since we have smaller project, but we will not know the final answer until this spring.

Update on Pool

City staff met with our existing pool manager and she indicated that this will be her final year at the pool. Since we'd like to train an assistant manager to take over for next year we posted the assistant manager position immediately. The assistant manager position will close on March 20th. Soon after we will post for the remaining lifeguards and swimming instructors.

Upcoming Reminders

- Council Training is scheduled for March 21, 2017 @ 4:00 p.m.
- Board of Equalization is scheduled for April 18th @ 5:00 p.m.