CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
JANUARY 7, 2013
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW

5:30 pm Reception for Outgoing and Incoming Council

6:00 pm Special Meeting of Outgoing Council
a. Roll Call
b. City Council Minutes – December 17, 2012
c. Adjournment

OATHS OF OFFICE

Regular City Council Meeting

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
   a. Criminal Justice System Services Agreement (CJIIN) between the County of Dakota, Minnesota and the City of St. Francis
   b. Enter into a 2013 Animal Control Officer Agreement with Marline Skinner
   c. Accept the 2012 Donation of $2,000 for Police/Fire from an Anonymous Donor
   d. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
7. Ordinances & Resolution
   a. Resolution 2013-01: Approving Appointments for 2013
   b. Resolution 2013-02: Approving State of Minnesota Joint Powers Agreements with the City of St. Francis on Behalf of its City Attorney and Police
8. Reports of Consultants & Staff Members
   a. Engineer:
   b. Attorney:
   c. Staff:
      Bldg. Official: Update/Annual Report
      Fire Dept:
      Public Works: Water Test Fee Discussion
      Liquor Store:
      Police: Purchase of Scheduled Police Chargers
      City Administrator Report: 1) G.O. Crossover Refunding Bond Refinance Update
      2) Setting Date for Council Retreat
      3) Economic Development Project (s)
9. Reports from Council Members
10. Report from Mayor:
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

Jan 15: Pioneer Day Meeting @ Community Center 7:00 pm
Jan 16: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
Jan 19: Mayor's Trail Ride starting at Anoka County Fairgrounds 10:00 am
Jan 21: City Offices Closed for the Martin Luther King Holiday
Jan 22: (Tues) City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

TO: Mayor & City Council

FROM: Matthew L. Hylen,
City Administrator

RE: Agenda Memorandum – January 7, 2013 Meeting

Agenda Items:

4. **Consent Agenda:**
   c. The City received a cash donation of $2,000 from an anonymous donor to be used in the Police and/or Fire Departments. Council needs to approve donations to the City.
6. **Petitions, Requests, Applications:**
7. **Ordinances & Resolutions:**
   a. Resolution 2013-01: Attached is Resolution 2013-01 approving the Appointments for 2013. A motion is in order to approve Resolution 2013-01.
   b. Resolution 2013-02: Attached is Resolution 2013-02 approving a Joint Powers agreement between the State of MN and the City of St. Francis on behalf of its city attorney and police department. This is needed to connect to the State criminal justice data communications network. A motion would be in order to approve Resolution 2013-02.
8. **Reports:**
   a. **Engineer:**
   c. **Staff:**

   Building Official: *Update/Annual Report:* Attached is a Building Department update for the first full year of operations. In addition to the written report, Andy Schreder, Building Official will give a verbal report and answer any questions.

   Fire:

   Public Works: *Water Test Fee Discussion:* Attached is an Agenda Report from Darcy Mulvihill, Finance Director regarding the state water test fee and how it was billed to our customers. Also attached is the note that will be sent to each customer on why they have a credit on their bill.

   Liquor Store:

   Police:

   City Administrator: *G.O. Crossover Refunding Bond Refinance Update:* As interest rates have "crept" up in the last couple of weeks, staff and Northland Securities are watching very carefully if this refinancing should commence. The savings may not be there.

   Council Retreat: In December, we discussed setting a date in January to have a Council retreat. January 27, 2013 was suggested from staff. I have not heard any conflicts from Council or Council-elect with this date. Council needs to confirm this date and set the time (typically start at 1:00pm).

   Economic Development Project(s): Staff may be bringing an economic development package to the meeting Monday. I have not received documents to be approved for the assembly of this Council packet. If all documents are not ready for Monday evening, Council should discuss parameters on economic incentives for economic development purposes.
11. **Old Business:**
12. **New Business:**

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

CITY COUNCIL MINUTES

DECEMBER 17, 2012

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 p.m.

2. **Roll Call:** Present were Mayor Jerry Tveit, Councilmembers Amy Lazere, Steve Kane and Chris McClish. Jeff Sandoval excused. Also present were City Attorney Scott Lepak (Barna, Guzy and Steffen), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hylen, and City Clerk Barb Held.

3. **Adopt Agenda:** MOTION BY KANE SECOND LAZERE TO ADOPT THE DECEMBER 17, 2012, CITY COUNCIL AGENDA. Motion carried 5-0.

4. **Consent Agenda:** MOTION BY LAZERE SECOND McCLISH TO ADOPT THE DECEMBER 17, 2012, CITY COUNCIL CONSENT AGENDA A-G AS FOLLOWS:

a. Approve the City Council Minutes of December 3, 2012.

b. Approve the hiring of Part Time Liquor Store Applicant Heidi Lefavor.

c. Approve Pay Estimate No. 1 for the T.H. 47 Pedestrian Improvements to Concrete Idea, Inc of St. Michael for $73,671.07.

d. Pay Estimate No. 13 from Amcon Construction Management for $136,981 to New Look Contracting Inc. $15,000, Northland Paving LLC $3,462, Classic Construction of Cedar MN $38,978, Maxx Steel Erectors $5,385, Shaw Stewart Lumber Company $1,111, Gopher State Contractors $6,230, Southern MN Woodcraft Industries $2,931, Heartland Glass $2,479, Acoustics Associates $26,724, Bartley Sales Company $7,036, Construction Supply Inc. $1,152, Signarama $10,287, Electrical Solutions Inc. $14,009, and Altech Engineering Inc $2,197.

e. Pay Request No. 14 from Amcon Construction Management for $52,398 to North Metro Asphalt & Contracting $12,856, Noble Nursery Retail (Northern Escrow) $2,352, Central MN Fabricating $17,060, McDowall Company $20,062, and Custom Expressions $68.

f. Receive and File the EDA's 2013 Budget.

g Approve Payment of Claims for $505,776.33 (Check numbers 64762-64873)
Motion carried 5-0.

5. **Meeting Open to the Public**: None

6. **Petitions, Requests, Applications:**

a. **George Eilertson of Northland Securities: Financial Advisory Service Agreement related to the issuance of General Obligation Crossover Refunding Bonds, Series 2013A:** George Eilertson of Northland Securities gave a brief over view on the $2,745,000 General Obligation Crossover

Refunding Bonds, Series 2013A. This bond will take place of two bonds issued in 2007. The sale for this crossover refund will take place in the morning of January 22, 2013 with council action later that evening at a regular city council meeting. The rates are favorable at this time. We also have a Dissemination Agent Agreement for you tonight. Which is an ongoing continuing disclosure agreement. The third item is the resolution providing for the issuance and sale of the bond.

b. **Resolution 2012-38 Providing for the Issuance and Sale of General Obligation Crossover Refunding Bonds, Series 2013A in the Proposed Aggregate Principal amount of $2,745,000:** MOTION BY KANE SECOND McCLISH TO ADOPT RESOLUTION 2012-38 A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION CROSSOVER REFUNDING BONDS, SERIES 2013A IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF $2,745,000. Motion carried 4-0.

MOTION BY KANE SECOND McCLISH TO APPROVE THE FINANCIAL ADVISORY SERVICE AGREEMENT BY AND BETWEEN THE CITY OF ST. FRANCIS, MINNESOTA AND NORTHLAND SECURITIES INC. Motion carried 4-0.

MOTION BY McCLISH SECOND KANE TO APPROVE THE DISSEMINATION AGENT AGREEMENT FOR THE ONGOING CONTINUING DISCLOSURE. Motion carried 4-0.

7. **Ordinances & Resolution:**

a. **Resolution 2012-40: Adopting 2013Pay Plan for Non-Organized Employees and Setting the General City Health Insurance Stipend and Benefits:** Last Wednesday I met with the non-union employees. We discussed wages, health insurance stipend and health care savings accounts. Discussion was mainly on a cost of living adjustment (COLA). McClish, Kane, Lazere agreed with the 1.5 %. The Pay Plan of this resolution would be Exhibit 2 and reflect a 1.5 % increase and the health insurance amount in Exhibit 1 would stay the same. MOTION BY McCLISH SECOND LAZERE TO ADOPT RESOLUTION 2012-40 ADOPTING THE 2013 PAY PLAN FOR NON-ORGANIZED EMPLOYEES WITH A 1.5% COLA INCREASE AND KEEPING THE GENERAL CITY HEALTH INSURANCE STIPEND AND BENEFITS THE SAME. Motion carried 4-0.

b. **Resolution 2012-41: Certifying Taxes Payable in 2013:** The following sums of money would be levied for the current year, collectible in 2013 upon passing Resolution 2012-41. The amounts are; General Fund $2,967,186 and Debt Service $20,900 for a total Levy of $2,988 086. MOTION BY KANE SECOND McCLISH TO ADOPT RESOLUTION 2012-41 A RESOLUTION CERTIFYING TAXES PAYABLE IN 2013. Motion carried 4-0.

c. **Resolution 2012-42: Adopting a Budget for 2013:** MOTION BY LAZERE SECOND McCLISH TO ADOPT RESOLUTION 2012-42 ADOPTING A BUDGET FOR 2013. Motion carried 4-0.

d. **Resolution 2012-43: End of Year Transfers:** MOTION BY KANE SECOND McCLISH TO APPROVE THE 2012 END OF YEAR TRANSFERS. Motion carried 4-0.

e. **Resolution 2012-44: Ordering condemnation of Certain Lands for Public Right-of Way Purposes:** City attorney Scott Lepak explained the reasoning for this land and the process. The ownership in this transaction is somewhat complex. MOTION BY TVEIT SECOND KANE TO ADOPT RESOLUTION ORDERING CONDEMNATION OF CERTAIN LANDS (06-33-24-13-0006) FOR PUBLIC RIGHT-OF-WAY PURPOSES. Motion carried 4-0.

f. **Resolution 2012- 45: Approving the License Renewals for 2013:** MOTION BY LAZERE SECOND McCLISH TO ADOPT RESOLUTION 2012-45 A RESOLUTION APPROVING THE LICENSE RENEWALS FOR 2013. Motion carried 4-0.

g. **Resolution 2012-46: Declaring Surplus Property and Authorizing the Disposal of said Property:** Fire Chief Dean Kapler reported the fire department has four ladders they have not used in a number of years and would like to donate them to the Anoka County Fire Training Academy. MOTION BY KANE SECOND McCLISH TO ADOPT RESOLUTION 2012-46 A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY. Motion carried 4-0.

8. **Reports of Consultants & Staff Members:**

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

Fire Department:

Public Works:

Liquor Store:

Police Dept.:

City Administrator Report: 1) Market Feasibility Study for Active Adult Senior Housing & Affordable General Occupancy Housing in St. Francis: The City received a Market Feasibility Study for Active Adult Senior Housing & Affordable General Occupancy Housing in St. Francis that was prepared for Anoka County HRA completed by Maxfield Research Inc. We were trying to work with a developer who wanted to build a 55 senior complex. This study came back with a need of 40-unit complex. Therefore, the developer does not want to proceed at this time. This topic can always be revisited.

2) Road Structures: As Hylen stated in his memorandum that after consultation with Jared Voge, City Engineer and other staff, here are some options to enhance transportation in and leading to St. Francis.

1. We could help establish a Northern Anoka County Roadway Task force/coalition – could be composed of a variety of communities for which their City Councils would pass resolutions requesting/illustrating the need for improvements to County Roads, and TH 47. Resolutions could be tailored to either Anoka County (County Roads) or MnDOT (TH 47). Anoka County could potentially be a partner when approaching MnDOT. A variety of Highway Corridor Coalitions have been established throughout the state i.e. TH 55, 14, 25, etc. Lobbying has been done in Washington by these Corridor Coalitions, some successfully.
2. Lobby legislature (State) for funding to improve TH 47 – identify the bottleneck it creates for Economic Development in Northern Anoka County. Need to get in front of senators and

representatives. Get in touch with TFAC – transportation finance advisory committee and support funding opportunities, which have not been employed in MN before i.e. wheel age tax, public/private partnerships, etc.

This will be a long process but to get it initiated, partners will have to be identified, Cities, County Board, County Highway, County EDA, Chambers, etc. but once it is initiated it will be more successful than the City of St. Francis "going it alone".

McClish stated we need to do something because we have been addressing this for several years. Kane said annually we have tried to do this on our own and it is not going anywhere. I think we need a stronger group. Lazere and Tveit also agreed with looking at a group. Lazere said maybe check with the I-94 corridor group. They are going through this now.

9. **Reports from Council Members**: Kane thanked all the council members and the voters for allowing me to be on the city council. Put together a staff second to none. Kane said if his business changes I might be back, who knows.

Lazere thanked Barb Held for working this weekend at the pancake breakfast fundraiser for Pioneer Days.

McClish stated he was one of the presenters at the one day elected Officials Public Safety Academy and reported it went very well. Thanked Amy (Lazere) for attending. The Joint Law Enforcement Council and the Anoka County Fire Protection Council organizations presented this event.

McClish stated he also attended an EDA meeting and both nights of open houses for the new public works/police facility. It was nice to hear positive feedback. Thank the fire department for participating in the food drive. I also want to thank Steve Kane and Jeff Sandoval for serving on the council and working together as a team. Thank all staff and council for making the year successful and hoping for another great 2013.

10. **Report from Mayor:** Tveit stated he was very impressed too with the turn out at the public open house for the new public works facility. Thank you

Mayor Tveit asked Finance Director Darcy Mulvihill to come up to the podium. The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of St. Francis by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in governmental accounting and financial reporting. An Award of Financial Reporting Achievement has been awarded to Darcy Mulvihill by the government as primarily responsible for preparing the award-winning CAFR. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate is financial story and motivate potential users and user groups to read the CAFR. Hylen said the last three years we have received the budget awards. This is the first year we

received the CAFR award. Darcy Mulvihill also wants to thank the City's auditing firm of Abdo, Eick and Meyers.

Tveit would like to invite everyone to the reception, December 18 from 2-4 pm at the Government Center to thank Commissioners Andy Westerberg and Dan Erhart for their years of service to Anoka County.

11. **Old Business**: McClish would like to discuss our current video equipment. I would like to have staff to research equipment and cost to have it upgraded. Tveit also agreed for staff to research video equipment.

12. **New Business:** Tveit asked how the new salt shed is working. Public works said it is working great.

13. **Adjournment:** Mayor Tveit adjourned the regular City Council meeting at 6:58pm

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Barbara I. Held, City Clerk

Criminal Justice System Services Agreement
between
Dakota County
(Criminal Justice Information Integration Network)
and
The City of St. Francis

(Non-Dakota County Agency)

THIS CRIMINAL JUSTICE SYSTEM SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the County of Dakota, Minnesota, through its Criminal Justice Information Integration Network program ("CJIIN"), and the City of St. Francis, Minnesota, acting through its authorized representatives ("the City"). Dakota County/CJIIN, and the City are each sometimes referred to herein as a "Party" and collectively as the "Parties."

The Parties enter into this Agreement pursuant to their authority under Minn. Stat. §471.59 to provide assistance to, and act in coordination with, other political subdivisions within the state of Minnesota as deemed necessary to benefit the public.

1. Definitions.

"**System Software**" means CJIIN's proprietary computer software program(s) set forth in Attachment A (the "System Overview"), in object code form only, including all Updates.

"**CJIIN System**" means the Internet site operated by Dakota County/CJIIN, accessible by the City through secure access points, with a specific Uniform Resource Locator to be provided to the City (or any successor URL).

"**City Data**" means the data that the City's Permitted Users enter into the CJIIN System.

"**Equipment**" means the minimum required hardware and operating environment used by the City to access the CJIIN System as detailed in Attachment E ("Hardware Requirements").

"**Documentation**" means any CJIIN user manuals, training or education materials, technical manuals, and specifications describing the System Software and Services created by CJIIN, and any Provider Content made available to the City, in printed and/or electronic form, including all Updates.

"**Permitted User**" means the City's employees and agents who are provided access to the System Software in accordance with the procedures in Section 10 of this Agreement.

"**Provider Content**" means CJIIN's reports, information, and data, other than City Data, made available to the City and its Permitted Users as part of the Services.

"**Renewal Term**" has the meaning set forth in Section 17.

"**Services**" means the operation and maintenance of the System Software and utilities in CJIIN's host computer system, providing Provider Content to the City, storing City Data, and making the System Software, Provider Content, and City Data available to Permitted Users via the CJIIN System, as more fully described in Attachment A. Services do not include integrating the CJIIN System or City Data with any application or computer system outside of the CJIIN Applications.

"**Update**" means, as applicable, any update, modification, or new release of the System Software, Documentation, or Provider Content that CJIIN makes generally available to the City at no additional cost.

2. Provision of On-line Services.

(a) The City hereby engages CJIIN, and CJIIN hereby agrees (subject to the terms and conditions herein) to provide the Services more fully described in this Agreement and in the system overview attached as Attachment A (the "System Overview"). CJIIN agrees to provide the Services to the City in accordance with the terms of this Agreement and grants to the City a non-exclusive, non-assignable and non-transferable license during the Term of this Agreement to enter City Data into the CJIIN System and access and use the System Software and Provider Content, only by Permitted Users, in accordance with all of the terms and conditions in this Agreement.

(b) The City acknowledges and agrees that CJIIN's provision and performance of the Services is dependent and conditioned upon the City's full performance of its duties, obligations and responsibilities hereunder. CJIIN acknowledges and agrees that the City's payment for the Services obligates CJIIN to perform its duties, obligations and responsibilities during the term of this Agreement or any subsequent Renewal Term.

(c) Each party shall at all times during the term of this Agreement designate an individual to serve as its CJIIN services manager who shall be the primary point of contact regarding the Services provided and the rights or obligations of each Party under this Agreement.

3. Additional CJIIN Responsibilities.

During the Term of this Agreement, CJIIN shall be responsible for the following:

(a) CJIIN shall provide all required hosting and operations support for the applications described in the System Overview in a centralized facility.

(b) CJIIN may from time to time, in its sole discretion, install Updates, modify the Services or any component thereof provided that such Updates shall perform and contain functionality that is equivalent to or better than the current version of the Services. CJIIN will complete such installations and modifications between the hours of 4 AM and 7 AM, when possible, to minimize any impact on the City's use of the System Software and Services. CJIIN will notify the City by standard methods of notification such as email, system generated messages on the System home page or similar communication methods, in advance of the installation of an Update or modification to the Services.

(c) CJIIN will provide support and System maintenance to the City as more fully described in this Agreement and the System Overview.

(d) Excluding the costs the City must pay CJIIN as described in this Agreement, CJIIN shall provide, at no additional cost to the City, all communications equipment, telephone and communications lines, power, telephone service and other utilities at CJIIN's facilities up to the point of connection to the State optic fiber at the Dakota County Administration Center in Hastings, Minnesota, and to perform the Services and accomplish the purposes of this Agreement.

(e) Excluding the costs the City must pay CJIIN as described in this Agreement, CJIIN shall provide, at no additional cost to the City, the necessary personnel, facilities, hardware, software, servers, routers and related equipment up to the point of connection to the State optic fiber at the Dakota County Administration Center in Hastings, Minnesota to meet CJIIN's responsibilities under this Agreement.

(f) CJIIN will install and maintain System security measures including password protection, firewall protection, data encryption, continuous monitoring of CJIIN's system, and will conduct regular security audits. If CJIIN learns that any person has breached the security implemented for CJIIN's System, or suspects that such security has been breached, CJIIN will promptly notify the City and take corrective action to prevent such breaches.

(g) CJIIN shall have in place during the Term of this Agreement a Business Continuity and Disaster Recovery Plan and will utilize industry standard back-up and archival procedures.

(h) CJIIN will configure and maintain the system to provide reasonable system response time for the City's Permitted Users, to the extent within the control of Dakota County/CJIIN.

(i) If requested, CJIIN will provide best practices advice to the City for implementing the Services at the City's business locations.

(j) CJIIN will provide training on the use of CJIIN's System for the City Permitted Users as set forth in Section 9 of this Agreement.

(k) CJIIN shall be responsible for ensuring that its Services and the performance of CJIIN's other obligations hereunder comply with all laws applicable to CJIIN, including the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

4. <u>City Responsibilities</u>.

During the Term of this Agreement, the City shall be responsible for the following:

(a) The City shall provide, at no cost to CJIIN, all communications equipment, telephone and communication lines, power, telephone service and other utilities at the City's facilities as may be necessary or reasonably desirable to utilize the Services and accomplish the purposes of this Agreement.

(b) The City shall provide, at no cost to CJIIN, the necessary personnel and facilities to meet the City's obligations hereunder.

(c) The City shall follow the identity management procedures and provide the first-line support, maintenance and other services more fully described in this Agreement and the System Overview and such other procedures and services as the Parties may establish from time to time.

(d) The City agrees that CJIIN's logos may appear on the pages of the City's web site or the City's internal criminal justice applications screens.

(e) The City shall be responsible for ensuring that the City's use of the Services and the performance of its other obligations hereunder comply with this Agreement and all laws applicable to the City.

(f) As between the Parties, the City shall be responsible for the accuracy and completeness of all records and data provided by the City in connection with this Agreement for use on CJIIN's System.

(g) When accessing or using the CJIIN System, the City shall comply with the Minnesota Government Data Practices Act and other applicable data practices or privacy laws.

5. System Features and Configuration.

The City acknowledges and agrees that it will be using criminal justice applications that are also utilized by other criminal justice agencies in Dakota County and elsewhere in Minnesota. The capabilities and functions of the System Software now and in the future will be determined primarily by direction from the CJIIN Steering Committee and available funding. When settings or features have been added to the System Software that are designed by CJIIN to be configurable for specific users of the System, the Parties shall work cooperatively to identify System features or functionality (common practices, processes, and procedures conducted by the City in day-to-day operations as they relate to utilizing the System Software and Provider Content) that are configurable to best fit the City's business practices. CJIIN shall set available configurations in the System Software for the City, or shall train designated City staff how to configure the Services and System Software.

6. Ownership, Protection and Security.

(a) The City acknowledges and agrees that nothing in this Agreement or any other agreement grants the City any licenses or other rights with respect to CJIIN's Software System (source code or object code) or Services other than the right to receive Services as expressly provided herein. CJIIN shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with CJIIN's Software System and Services and all components thereof and associated documentation, except as expressly provided herein.

(b) Ownership of any City Data including text, graphics or other information or content materials and all records and databases supplied or furnished or entered into the System by the City hereunder for incorporation into or delivery through the application(s) described in the System Overview shall remain with the City, and CJIIN shall cease use of all such material upon

termination of this Agreement. Upon termination of this Agreement CJIIN shall return all City Data, text, graphics or other information to the City.

(c) CJIIN grants to the City a limited license during the term of this Agreement to use and reproduce CJIIN's trademarks and logos for purposes of including such trademarks and logos in City materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to the City's standard guidelines and requirements for use of such trademarks and logos.

(d) By storing City Data on CJIIN's equipment and System, CJIIN does not obtain any ownership interest in City Data except to the extent that CJIIN is obligated to keep this data intact and secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and CJIIN, City Data is and shall remain the sole and exclusive property of the City, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto.

(e) The City shall be responsible for responding to any data practices requests related to any City Data that the City or its Permitted Users have entered into the System.

7. Implementation.

Within fourteen (14) days after the Parties execute this Agreement, CJIIN and the City shall complete a mutually agreed-upon implementation plan that includes an access/installation schedule and a System training and testing schedule.

8. Acceptance Testing.

The City shall have thirty (30) days in which to test the System Software and Services in a live production environment to ensure that they conform to the Documentation and descriptions in this Agreement. The System Software and the Services are deemed rejected by the City if the City submits a written notice of rejection to CJIIN, prior to the expiration of the thirty (30) day testing period. Upon such notice, CJIIN shall have thirty (30) days to correct the System Software and/or Services at no cost to the City. In the event CJIIN is unable to make adequate corrections within such thirty (30) day period, the City may terminate this Agreement. In the event the City fails to submit a notice of rejection within the required period or if CJIIN makes all corrections within the applicable cure period, the City will be deemed to have accepted the System Software and Services ("Acceptance").

9. Support; Training.

CJIIN shall provide the City and its Permitted Users with technical support and training regarding the use of the Services. The technical support shall include: (i) unlimited telephone, facsimile and e-mail "hot-line" support during CJIIN's business hours, and (ii) other support set forth in **Attachment B**. CJIIN shall provide eight (8) hours of user and administrator training to Permitted Users of the City on the use of the Services, with individual sessions of not more than two (2) hours in length. Any training beyond the eight (8) total hours of free training will be billed to the City at the rates in **Attachment C**. The training will occur at the City's facilities

and be of sufficient detail for a "train the trainer" model of instruction. CJIIN will provide the City with any training materials and documentation it has created for this purpose for use by Permitted Users and the City's internal trainers.

10. Identity Management Responsibilities.

(a) User Access Restrictions

The Parties acknowledge and agree that access to the System Software and Services will be restricted to those employees or agents of the City having a business need to enter and view City Data or Provider Content. The City will restrict access to the System to Permitted Users with verified identities that have created a digital identity on the CJIIN System using the procedures in this Section 10 and **Attachment D** to this Agreement.

(b) Request for Access

The City commences the identity authentication process by completing and submitting a Request for CJIIN System Access Form and an Agency Identification Form (provided by the County). The City official or employee signing this Agreement cannot be the same person signing the Request for Access Form.

The Request for Access Form and the Agency Identification Form must be signed by two (2) City employees; the person initiating the request for access and another person approving the request for access. At the discretion of CJIIN, these signatures may be electronic signatures.

The City may authorize one (1) or more persons to initiate the Request for Access Form and one (1) or more persons to approve the Request for Access Form. These authorized persons can be identified by name or by position title. The City shall notify CJIIN of the authorized persons and the City shall provide notification of any changes to the list of authorized persons. A Request for Access Form must be resubmitted to CJIIN at the commencement of each Renewal Term of this Agreement.

(c) Permitted Users Digital Identities

The City shall identify each employee or agent who will have access to the CJIIN Software System or Services by providing user profile data on each person on the Agency Identification Form. The Dakota County Attorney's Office or its designee will verify the identity of the persons signing the Request for Access Form and the Permitted Users listed on the Agency Identification Form. The County Attorney's Office will notify the CJIIN program staff of the results of the identification verification process. If the Request for Access Form is properly executed, the CJIIN program will notify verified Permitted Users of the procedures for creating a unique digital identity on the CJIIN system. After completing the digital identity process, each Permitted User shall be the owner of his or her own digital identity on the System consisting of a user name and password.

The City shall promptly notify the CJIIN program whenever a Permitted User ceases to be an employee or agent of the City or no longer holds a position that requires access to the System. Authorization to access the System by all City Permitted Users will expire on the date this Services Agreement terminates.

11. CJIIN Representations and Warranties.

(a) Dakota County/CJIIN shall cause the Services to be accessible to the City, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of Dakota County/CJIIN including, but not limited to, any Force Majeure Event (as defined in Section 19).

(b) Dakota County/CJIIN warrants that the System Software, Provider Content, and Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in this Agreement, its Schedules and attachments, and the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material change to the functionality of the System Software, Service, or Provider Content; when used on the Equipment in accordance with the Documentation and all of the terms and conditions hereof.

(c) The System Software and Services are compatible with and will operate successfully on the Equipment and CJIIN will use reasonable efforts to make the System Software and Services function properly with Internet browsers approved by CJIIN.

(d) In the event that the City discovers a non-conformance with any of Dakota County/CJIIN's warranties or representations as stated in this Agreement, the City shall promptly inform CJIIN in writing and, upon receipt of such notice: (i) Dakota County/CJIIN shall correct the non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to the City; or (ii) in the event that Dakota County/CJIIN cannot effect such corrections within a reasonable time using best efforts, the City may terminate the Agreement and obtain a pro rata refund of the annual fees paid to CJIIN hereunder, allocable to the period after the termination of this Agreement.

(e) *Termination Option for Chronic Problems*. The City may terminate this Agreement for cause and without penalty by notifying CJIIN within ten (10) days following the end of a calendar month in the event either of the following occurs: (1) the City experiences more than ten (10) Downtime periods resulting from five (5) or more nonconsecutive downtime events during the calendar month; or (2) the City experiences more than forty-eight (48) consecutive hours of downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by CJIIN. If the City terminates this Agreement for such chronic problems, within thirty (30) days CJIIN shall refund to the City a prorated share of the annual fees paid by the City for the current year. Downtime as used in this section does not include periods that the System is unavailable due to routine or scheduled maintenance or the installation of upgrades or patches.

(f) **THE SERVICE LEVEL WARRANTY SET FORTH HEREIN SHALL ONLY APPLY TO THE SYSTEM PROVIDED BY DAKOTA COUNTY/CJIIN AND DOES NOT APPLY TO: (A) ANY PROFESSIONAL SERVICES; (B) ANY SUPPLEMENTAL SERVICES; (C) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SYSTEM OVERVIEW FOR SUCH SERVICES). THIS SECTION STATES THE CITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY DAKOTA COUNTY/CJIIN TO PROVIDE SERVICE(S).**

(g) *Ownership of Services and System Software.* Dakota County/CJIIN warrants that it is the sole owner or otherwise has the right and authority to provide the System Software, Provider Content and Services to the City and Permitted Users as set forth in this Agreement. If Dakota County/CJIIN's ownership rights are successfully challenged to the extent that the City must cease using the Services, CJIIN shall refund a prorated portion of the annual fees paid by the City for the current term of this Agreement as measured from the date the City must cease using the Services.

(h) ***No Other Warranty.*** **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THE CITY'S USE OF THE SERVICES IS AT ITS OWN RISK. DAKOTA COUNTY/CJIIN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CJIIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

(i) ***Disclaimer of Actions Caused by and/or Under the Control of Third Parties.*** **DAKOTA COUNTY/CJIIN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE CJIIN SYSTEM CONNECTS TO THE INTERNET (WHETHER SECURE OR NOT) AND THE CITY'S FACILITIES AND EQUIPMENT. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE CITY'S CONNECTIONS TO CJIIN'S SYSTEM. ALTHOUGH CJIIN WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CJIIN CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, DAKOTA COUNTY/CJIIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

12. Nondisclosure.

Through exercise of each Party's rights under this Agreement, each Party may be exposed to the other party's technical and financial information and criminal justice data, in electronic, magnetic, photographic and other forms, that is confidential or private information ("Confidential Information"). In recognition of the other Party's need to protect its legitimate business interests and legal obligations, each party agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other Party as confidential or private and that, except as required by law including the Minnesota Government Data Practices Act, it will not redistribute or disclose to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity any of the other Party's Confidential Information. If Confidential Information is required by subpoena, court order or government requirement to be disclosed, each Party shall give the other Party prompt written notice of such subpoena, court order or government requirement to allow the other Party an opportunity to obtain a protective order to prohibit or restrict such disclosure.

13. Data Security.

During the term of this Agreement, CJIIN shall, at a minimum, implement the following procedures designed to protect the security of City Data:

(a) User identification and access controls designed to limit access to City Data and the City's Confidential Information to the City Permitted Users;

(b) Industry standard firewalls regulating data entering CJIIN's internal data network from an external source, which will enforce valid secure connections between internal and external systems;

(c) CJIIN and Dakota County will maintain and follow a disaster recovery plan designed to maintain access to the System Software and Services and to prevent the unintended destruction of City Data or City Confidential Information;

(d) Regular CJIIN employee training regarding the security and data recovery programs referenced in this Section.

14. Liability Limitations.

(a) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, DAKOTA COUNTY/CJIIN DOES NOT MAKE ANY WARRANTIES TO THE CITY OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. DAKOTA COUNTY/CJIIN SHALL NOT BE LIABLE TO THE CITY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(b) Under no circumstances shall Dakota County/CJIIN's total liability to the City or any other person, related to the System Software, Provider Content, or performance of Services under this Agreement exceed the aggregate amount of fees and revenue received by CJIIN hereunder for the prior twelve (12) month period.

15. Indemnity.

Dakota County/CJIIN Indemnity.

Dakota County shall indemnify, defend, and hold harmless the City and its officers, employees and agents with respect to claims, losses, damages, causes of action and liability of any kind, including court costs, attorneys' fees and expert witness fees ("Claims") to the extent that it is based upon (i) any third party claim arising out of Dakota County/CJIIN's breach of its obligations under this Agreement, or (ii) any third party claim that the Services, System Software, Provider Content or Documentation infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third party (an "Infringement Claim"); *provided, however*, that Dakota County/CJIIN shall have no obligation pursuant to the foregoing

indemnification provision to the extent that the Claim is based solely on (a) any use of the Services, System Software, Provider Content or Documentation by the City in material breach of this Agreement, or (b) any use of the Services, System Software, Provider Content or Documentation by the City in conjunction with any third party product, data, hardware or software not provided by CJIIN.

The foregoing states the entire liability of Dakota County/CJIIN with respect to any Infringement Claim.

City Indemnity.

The City shall indemnify, defend, and hold harmless Dakota County/CJIIN and its officers, employees and agents with respect to any Claims sustained by Dakota County/CJIIN, to the extent such Claim is based upon any third party action related to (a) the City's access or use of all or part of the Services, System Software, Provider Content or Documentation; (b) any material including, without limitation, any report, output or result generated in connection with the use of the Services, System Software, Provider Content or Documentation and provided to a third party by the City, its employees, agents, contractors or subcontractors; and (c) the City's Data.

These mutual indemnification obligations are subject to the limitations and immunities of Minn. Stat. Ch. 466.

16. Term and Termination.

(a) This Agreement shall commence on the date executed by both parties and shall remain in effect until terminated by either party as set forth herein.

(b) Each Party reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each Party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. If the City has not breached this Agreement and CJIIN terminates this Agreement pursuant to this Section 16 (b), within thirty (30) days CJIIN shall refund to the City that portion of the annual fee paid by the City that is equivalent to the remainder of the current term of this Agreement. If CJIIN has not breached this Agreement and the City terminates this Agreement pursuant to this Section 16 (b), CJIIN shall retain all of the annual fee paid by the City for the current term of this Agreement.

(c) Within sixty (60) days of termination of this Agreement, CJIIN shall provide the City with a copy of all City Data contained in Dakota County/CJIIN's System. Within a reasonable time after providing the City Data, CJIIN shall delete and remove all of the City Data from Dakota County/CJIIN's servers and data storage facilities and shall verify to the City that this has been accomplished.

17. Fees and Payments.

(a) *Initial Term.* For the services provided by CJIIN under this Agreement, the City shall pay CJIIN the fees set forth in Exhibit F for the types of services it is utilizing. The amount of the Annual User fee will be prorated for the number of months in the current year that access to the application is provided to the City.

(b) *Renewal Term(s).* For each Renewal Term, CJIIN will continue to provide the City with the Services, and will provide maintenance and support services as described herein, provided the City pays CJIIN in advance the fees then in effect for the number of City Permitted Users and the types of services it is utilizing. If CJIIN changes the amount of annual fees to be charged to the City for any Renewal Term, CJIIN shall give the City written notice of such increase at least thirty (30) days prior to the expiration of the applicable term. The fees for any Renewal Term will be the annual fees in effect on January 1 of the Renewal Term year. If the City requests access to CJIIN applications in addition to the e-Briefing application, the City will pay the additional fees then in effect for such other applications.

(c) Fees for any consulting services provided by CJIIN that are outside the services that CJIIN must provide under this Agreement shall be at the rates stated in **Attachment C**.

18. Participation on the CJIIN Steering Committee.

The CJIIN Steering Committee provides direction to CJIIN program staff and Dakota County on the use of CJIIN funds and upgrades and modifications to the CJIIN criminal justice applications and System. The Steering Committee consists of representatives from Dakota County and cities located within Dakota County that have committed staff time and financial resources to develop the CJIIN applications and System. During the Term of this Agreement, the City may participate in the CJIIN User Groups and provide input through those groups; however the City will not be a member of the Steering Committee. The Steering Committee will consider suggestions from the User's Group for modifications to or additional functionality of the System Software and Provider Content, although the final decision on changes and additions to the System will be made by the voting members of the Committee.

19. Force Majeure.

Neither Party shall be liable to the other Party for any damages, costs, expenses or other consequences incurred by a Party or by any other person or entity as a result of delay in or inability to deliver any Services or comply with other obligations and responsibilities under this Agreement due to circumstances or events beyond the Party's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

20. Miscellaneous.

Assignment. The Parties shall not assign its rights or obligations under this Agreement without the prior written consent of the other party.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

Governing Law. This Agreement shall be governed by the laws of the state of Minnesota, and the Parties hereby submit to exclusive jurisdiction in the federal and state courts located in Minnesota for all disputes in connection with this Agreement or the transaction contemplated hereby.

Notices. Except as provided otherwise in this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be mailed by United States first class mail, postage prepaid, sent by facsimile or delivered personally by hand or nationally recognized courier. All such notices and other written communications shall be effective one (1) business day after the date of mailing, receipt of confirmed facsimile transmittal or delivery. All notices shall be addressed to the applicable Party at its respective address first set forth above or such other address as may be designated on notice to the other Party pursuant hereto.

Independent Contractors. Dakota County/CJIIN and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as employees or agents of the City. Under no circumstances will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above. This Agreement shall be effective only when executed below by both Parties.

CITY OF ST. FRANCIS

By _____
City Manager

Date of Signature _____

By _____
City Attorney

Date of Signature _____

Approved by Dakota County Board
Resolution No. 07-233

COUNTY OF DAKOTA

By _____

Date of Signature 11/29/12

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to Form (Asst County Attorney):

By _____

Date of Signature 11/21/12

ATTACHMENT A

SYSTEM OVERVIEW

The CJIIN System includes the following applications:

eBriefing: EBriefing is a web application that enables the data entry, viewing, and tracking of police roll call briefing information. Nine categories of data are available and shared between law enforcement agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing.

Search, Preference, Clipboard: The CJIIN Search application provides criminal justice users the ability to search local databases for briefing, forms, prisoner, warrant and arrest information. Configurable Preferences allow agencies to customize the CJIIN applications for their personal and agency use. The Clipboard application is the foundation for allowing personnel to enter information once, and then copy data to the CJIIN Clipboard to re-use that information throughout the criminal justice process.

eForms: eForms is CJIIN's field based reporting application for law enforcement. It is a web application that enables the data entry, viewing, and tracking of law enforcement forms. Currently, five form types are available to local agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing.

Scheduling: CJIIN Scheduling provides criminal justice users the ability to electronically create, modify, view, and distribute staff work schedules. Scheduling includes the ability to set agency specific work patterns, work types, teams/groups, and assignment areas for all staff as well as set the agency's schedules for weeks, months, even years in advance.

CJIIN Integration Hub: The CJIIN integration hub is based on Microsoft's BizTalk integration middleware and is used for the routing of information among CJIIN partners. Fully deployed, the integration hub will link regional criminal justice information systems in Dakota County.

ATTACHMENT B

MAINTENANCE AND SUPPORT SERVICES

CJIIN shall maintain all CJIIN applications including related hardware and software hosted by Dakota County.

Support shall include:

1. Unlimited phone support, facsimile and email, including the use of the "CJIINSUPPORT" email system available to all users during regular business hours.

2. Regular business hours will be 8:00 a.m. – 5:00 p.m., Monday – Friday.

3. 24x7x365 after hours support for major system failures will be available by contacting CJIIN Support at 651 438-8348 and following the emergency phone procedures.

4. CJIIN application staff shall support a 24x7 phone to respond to any and all emergencies.

5. All applications will include the ability to email "CJIIN SUPPORT" at anytime. This email account will be monitored during regular business hours.

6. CJIIN staff will attend user group meetings that will be held at least annually, but not more than quarterly, to solicit user feedback on system improvements.

ATTACHMENT C

CONSULTING SERVICE HOURLY RATES

On the effective date of this Agreement, CJIIN will charge $130 per hour, including travel time, for consulting services that are outside the scope of this Agreement. This hourly rate may be increased by CJIIN on January 1 of each year.

ATTACHMENT D

TERMS AND CONDITIONS FOR USING THE CJIIN SYSTEM

When a Permitted User accesses the CJIIN System for the first time, the user will be presented the information reproduced below. To create a digital identity in CJIIN System and access the CJIIN Applications, the Permitted User must read and accept these Terms and Conditions. This language may be displayed to the Permitted User periodically to remind the user of the terms for using the CJIIN System and to confirm user acceptance of the terms and conditions.

Read this before clicking any buttons on the bottom of this page. You are agreeing to the following Terms and Conditions.

You are requesting access to the CJIIN System and specific CJIIN applications over a secure criminal justice network. By clicking on the "I Accept" button below, you are digitally signing this Agreement and creating a digital identity that you own and manage. You are also signifying your agreement with the following:

You will use the CJIIN System, Services and applications for legitimate business purposes only;

You will not disclose your system password or security question/answer to others;

You will comply with privacy and confidentiality provisions of the Minnesota Government Data Practices Act and other applicable data privacy laws;

You will not access the CJIIN System if you are no longer employed by or under contract with the City.

By submitting your personal information and clicking the "I Accept" button, you indicate that you have read, understand, and agree to these Terms and Conditions. Your submission of this form will constitute your consent to the collection and use of this information and to the transmission of this information to Dakota County/CJIIN staff as necessary to provide you with access to the System and Software Applications.

ATTACHMENT E

MINIMUM EQUIPMENT AND HARDWARE SPECIFICATIONS

A Secure Web Browser - Internet Explorer 7.0 or better or FireFox 5.0 or better over a secure connection to the internet.

A CJDN Network IP is required to ensure that you are accessing Law Enforcement Data from a secure location.

A 256KB/S dedicated internet connection. 1MB/S or faster is recommended for a better experience.

Pentium IV (or equivalent) processor or better is recommended. The CJIIN Applications use AJAX to push some calculations and other user interface rendering to the client.

For windows XP but we recommend at least 512MB to support the large memory allocation of Internet Explorer. Vista is supported but a minimum of 1GB of memory is needed and 2GB or more is preferred. We intend to support Windows 7 using IE8.

1024 X 768 resolution or better will provide the best experience.

Keyboard and pointing device. Tabbing can be used to access most functionality, but a Mouse or other point and click device will help speed up navigation in certain instances.

Sliverlight and .net Framework 3.5 (for scheduling).

ATTACHMENT F
Recommended FEE SCHEDULE

Cost of CJIIN Applications and Services for External Agencies

The following fees will be assessed for agencies accessing CJIIN applications:

eForms

Sign on fee equal to $150/user

Annual fee equal to $50/user
(This fee is prorated to the date that an agency begins using eForms during the Intitial Term; for example, if an agency entered into this agreement in May, the fee would be $50 X # of users X 7/12 (the number of months in the calendar year that the agency will use the system)

Annual hosting fee of $3000
Countywide eForms Hosting Fee: $41/user
(all law enforcement agencies in the County are using eForms)

eBriefing

2012: **$28/user**

Scheduling

Initial Cost by employee (per bundle)	Number of Bundles	Initial Cost/Bundle
up to 25 employees	1	$1,000
up to 50 employees	2	$2,000
up to 75 employees	3	$3,000
100	4	$4,000
125	5	$5,000
150	6	$6,000
175	7	$7,000
200	8	$8,000
225	9	$9,000
250	10	$10,000
275	11	$11,000
300	12	$12,000
325	13	$13,000
350	14	$14,000
375	15	$15,000
400	16	$16,000
425	17	$17,000
450	18	$18,000
475	19	$19,000
500	20	$20,000

525	21	$21,000
550	22	$22,000
575	23	$23,000
600	24	$24,000
625	25	$25,000

Hosting Fee	$1000/annually
Initial set up cost	$100/hour
Annual Maintenance	20% of initial cost

Training

$100 per hour (plus expenses)

ANIMAL CONTROL OFFICER AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2013, by and between Marline Skinner, 28901 Dahlia Street, Isanti, Minnesota 55040, hereinafter referred to as "Contractor", and the City of St. Francis, Minnesota, hereinafter referred to as "City".

WITNESSETH, that the Contractor and the City, for the consideration stated herein, mutually agree as follows:

1. Statement of Work. Contractor shall furnish all labor, equipment and services performed for the jobs of dog catcher and confining dogs for the City, as set forth below in an efficient and workmanlike manner in accordance with this Agreement. Contractor shall comply with all federal, state and local laws and ordinances in performing the duties as specified herein.

2. Contractor's Duties. Contractor shall, upon request of the members of the Police Department or the City Clerk's office, take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance or Minnesota State Statute. All apprehensions of dogs directed by members of the Police Department or the City Clerk's office shall be in an efficient, workmanlike and humane manner. Contractor agrees to use snares to capture the dogs. Contractor shall supervise the drafting and service of appropriate notice when a dog has been picked up, and deliver notice to the City Clerk for further posting, as required, pursuant to St. Francis Code 8.05, Subd. 8.

Contractor shall take all reasonable and necessary steps to control, kennel and care for dogs taken into custody by the City in a humane manner. The Contractor agrees to comply with all state laws regarding waiting periods on dogs taken into custody. It is specifically made part of this Agreement that the nature of services to be provided by Contractor shall include providing a place for each dog to stay; together with the provision of food, water and walking/exercising the dogs. Contractor shall also provide medication for the needs of any dogs in its care. Contractor will also transport all dogs to the veterinarian or rescue party at the end of the five day period each unclaimed dog is required to be held pursuant to City Ordinance. The five day holding period shall not include weekends or holidays. If a dog that has bitten a person is impounded, that dog must be kept apart from other animals and observed for a period of 10 days, during which time Contractor shall notify the City of signs of any transmittable diseases.

It is understood, pursuant to this Agreement, that Contractor shall bring all dogs caught directly to Contractor's kennel in Isanti, Minnesota. Contractor will provide services for the City of St. Francis seven days a week, twenty-four hours per day.

3. Compensation. Contractor shall receive a fixed monthly sum from the City of Five Hundred Dollars ($500.00) for any and all services related to the pick-up, board and transport of dogs. Additionally, Contractor shall also receive Twenty Dollars ($20.00) per day for boarding a dog that has been subjected to a "Declaration of Dangerous Dog," or a dog that needs to be

quarantined for any reason. Contractor will provide the City with a monthly expense sheet showing:

a) the number of animal pickups in that month;

b) the number of late animal pickups (defined as pick ups occurring between 6 p.m. and 8 a.m.)

c) the number of animals and days that Contractor boarded animals in that month that have not been subjected to a "Declaration of Dangerous Dog," or a dog that needs to be quarantined for any reason;

This monthly report will also calculate animal pickups at $60 per animal pick up from 8 a.m. to 6 p.m.; $75 per animal for late pick up; $20 per day for boarding each animal that has not been subjected to a "Declaration of Dangerous Dog" or a quarantined dog. This amount will not constitute additional payments however, in the event that this calculation exceeds five hundred dollars ($500) for three consecutive months, the fixed monthly sum from the City will increase to Six Hundred Dollars ($600.00) for the balance of the Agreement. Contractor shall receive no benefits other than the above-referenced dollar amounts. In the event Contractor finds a home for an unclaimed dog after its required holding period, Contractor shall contact City as to required charges to release said dog. Contractor must instruct a person claiming a dog to pay fees directly to City and show a paid receipt to Contractor prior to picking up the dog during regular business hours. The Contractor will be closed the same Holidays as City Hall.

4. Licensing and Certification. Contractor hereby agrees to maintain all Professional Licensing and Certification required by local, state and federal law, and/or Association for Dog Catchers and Dog Kennels.

5. Relationship of Parties. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved, specifically; the caring for dogs not restrained with City limits, and the conduct and control of the work will rest solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of Contractor, if any, are not to be considered employees of the City, and are not entitled to any of the benefits that the City provides its employees. It is understood that the City does not agree to use Contractor exclusively. It is further understood that Contractor may perform services for other entities, as long as such relationship does not impede, or prohibit, the provision of services for City pursuant to this Agreement.

6. Liability Insurance and Indemnification. The services to be performed by Contractor pursuant to this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the use and condition of tools and equipment used in the performance of Contractor's duties, efforts and work as a dog care provider. Contractor further agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement, including costs and attorney's fees.

7. Insurance. Contractor agrees to maintain in full force and effect general liability coverage in the amount of $400,000 per occurrence, $75,000 aggregate naming City as an additional insured on the policy. The policy must state that the insurance company must give written notice to the City thirty (30) days prior to canceling the insurance contract. The initial policy and any subsequent changes in the insurance policy must be approved by the City.

8. Termination. City and Contractor may terminate this Agreement at any time with or without cause by providing written notice to the other party no later than thirty (30) days prior to the termination date. City and Contractor may immediately terminate this Agreement upon breach of any of the material terms herein by providing written notice of the termination. Such notice shall be given to the City at City offices. Such notice shall be given to Contractor at its place of business.

9. Facilities and Equipment. Contractor shall be responsible for providing all tools and equipment necessary to perform its duties as the City dog kennel. The City will not provide office space to Contractor for services as dog care provider. Contractor shall also provide appropriate kennels for the retention of dogs caught by Contractor until appropriate disposition can be made for each such dog retained.

10. Accounting and Billing. The City agrees to pay for such services each month within twenty (20) days of its receipt of each month's billing from Contractor. The City shall be responsible for collecting payments from any individual, or individuals, for retrieving their dog during regular business hours.

11. Business Records. At all times during the course of this Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog caring by Contractor shall remain the property of City, and shall be provided to City at any time upon its request to Contractor. Contractor shall maintain records as required by St. Francis Ordinance 8.05.

12. Audit of Records. The books, records, documents and accounting procedures and practices of Contractor relevant to the Agreement are subject to the examination by County representatives and either the legislative auditor or the state auditor as appropriate pursuant to Minn. Stat. §16B.06, Subd. 4. and any amendments there under.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

14. Headings. Headings are for convenience only and are not a part of this Agreement.

CITY OF ST. FRANCIS

By: _____
Jerry Tveit, Mayor

CONTRACTOR

Dated: Jan. 3rd, 2013

By: _____
Marline Skinner

308355_1

City of St. Francis

PAYMENT BATCH AP 01-07-13

ACE SOLID WASTE, INC.					
01/01/2013	0010055010	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE	65.08
01/01/2013	0010055010	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE	29.34
01/01/2013	0010055010	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	16.27
01/01/2013	0010055010	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE	34.64
01/01/2013	0010055010	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	16.27
01/01/2013	0010055010	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE SERVICE	16.27
01/01/2013	0010055010	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	64.43
01/01/2013	0010055010	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE SERVICE	16.27
01/01/2013	0010055010	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	64.43
01/01/2013	0010055010	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE	128.11
					$451.11
AIRGAS NORTH CENTRAL					
12/30/2012	9905750743	E 101-43100-217	Other Operating Supplies	CHEMICALS	4.47
12/30/2012	9905750743	E 101-43210-217	Other Operating Supplies	CHEMICALS	4.47
12/30/2012	9905750743	E 101-45200-217	Other Operating Supplies	CHEMICALS	4.47
12/30/2012	9905750743	E 601-49440-217	Other Operating Supplies	CHEMICALS	4.47
12/30/2012	9905750743	E 602-49490-217	Other Operating Supplies	CHEMICALS	4.51
					$22.39
AMERIPRIDE LINEN & APPAREL SER					
12/19/2012	1002331304	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS	49.07
12/26/2012	1002337737	E 101-41940-219	Rug Maintenance	CH RUGS	52.09
					$101.16
ANCOM TECHNICAL CENTER					
12/14/2012	33993	E 101-42210-217	Other Operating Supplies	PAGER	578.57
					$578.57
ANOKA COUNTY CENTRAL COMM.					
12/11/2012	2012-369	E 101-42110-321	Telephone	NOVEMBER 2012	156.12
					$156.12
ASPEN EQUIPMENT CO.					
12/11/2012	10109134	E 101-43100-550	C-O-L Motor Vehicles	PER QUOTE	39,690.29
12/11/2012	10109134	E 402-43000-550	C-O-L Motor Vehicles	PER QUOTE	25,000.00
12/11/2012	10109134	E 601-49440-550	C-O-L Motor Vehicles	PER QUOTE	6,000.00
12/11/2012	10109134	E 602-49490-550	C-O-L Motor Vehicles	PER QUOTE	6,000.00
					$76,690.29
ASSURANT EMPLOYEE BENEFITS					
12/18/2012	5447229.0113	E 101-41400-130	Employer Paid Insurance	01/01/13 - 01/31/13	143.79
12/18/2012	5447229.0113	E 101-41500-130	Employer Paid Insurance	01/01/13 - 01/31/13	52.53
12/18/2012	5447229.0113	E 101-42110-130	Employer Paid Insurance	01/01/13 - 01/31/13	568.77

12/18/2012	5447229.0113	E 101-42400-130	Employer Paid Insurance	01/01/13 - 01/31/13	46.60
12/18/2012	5447229.0113	E 101-43100-130	Employer Paid Insurance	01/01/13 - 01/31/13	60.30
12/18/2012	5447229.0113	E 101-43210-130	Employer Paid Insurance	01/01/13 - 01/31/13	13.41
12/18/2012	5447229.0113	E 101-45200-130	Employer Paid Insurance	01/01/13 - 01/31/13	60.30
12/18/2012	5447229.0113	E 601-49440-130	Employer Paid Insurance	01/01/13 - 01/31/13	64.92
12/18/2012	5447229.0113	E 602-49490-130	Employer Paid Insurance	01/01/13 - 01/31/13	64.91
12/18/2012	5447229.0113	E 609-49750-130	Employer Paid Insurance	01/01/13 - 01/31/13	91.66
					$1,167.19
BELLBOY CORPORATION					
12/13/2012	76249300	E 609-49751-251	Liquor For Resale	LIQUOR	180.00
12/19/2012	76340500	E 609-49751-251	Liquor For Resale	LIQUOR	941.70
12/19/2012	87769300	E 609-49751-254	Miscellaneous Merchandise	MISC	35.88
					$1,157.58
BERNICK COMPANIES, THE					
12/14/2012	246545	E 609-49751-252	Beer For Resale	BEER	183.05
12/31/2012	251733	E 609-49751-254	Miscellaneous Merchandise	MISC	40.00
12/31/2012	251734	E 609-49751-252	Beer For Resale	BEER	86.80
					$309.85
BGS (BARNA GUZY)					
11/30/2012	109279	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
11/30/2012	109280	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	526.50
11/30/2012	109281	E 101-41600-304	Civil Legal Fees	FOOD & FUEL NUISANCE	78.00
11/30/2012	109282	E 402-43000-300	Professional Services	NEW BUILDING LAND SWAP	715.00
					$3,119.50
BRAUN INTERTECCORPORATION					
12/05/2012	362722	E 101-43100-303	Engineering Fees	HWY 47 PROJECT TESTING	797.75
					$797.75
BUSINESS FORMS AND ACCOUNTING					
01/02/2013	46878	E 101-41400-200	Office Supplies	CHECKS	69.05
01/02/2013	46878	E 601-49440-200	Office Supplies	CHECKS	69.05
01/02/2013	46878	E 602-49490-200	Office Supplies	CHECKS	69.05
01/02/2013	46878	E 609-49750-200	Office Supplies	CHECKS	69.06
					$276.21
CEDAR CREEK BAKING COMPANY					
12/12/2012	121212	E 101-42110-441	Miscellaneous	COOKIES FOR OPEN HOUSE	25.50
					$25.50
CENTERPOINT ENERGY					
12/20/2012	5939160-7.1212	E 101-43100-383	Gas Utilities	PUBLICWORKS	9.64
12/20/2012	5939160-7.1212	E 101-45200-383	Gas Utilities	PUBLIC WORKS	9.64
12/20/2012	5944643-5.1212	E 602-49490-383	Gas Utilities	PUBLIC WORKS	32.68
12/20/2012	5944643-5.1212	E 609-49750-383	Gas Utilities	LIQUOR	170.95
12/20/2012	5945449-6.1212	E 101-42210-383	Gas Utilities	POLICE/FIRE	859.04
12/20/2012	5963820-5.1212	E 101-45200-383	Gas Utilities	WARMING HOUSE	168.95
12/20/2012	6002544-2.1212	E 601-49440-383	Gas Utilities	PUBLIC WORKS	32.67
12/20/2012	6002548-3.1212	E 602-49490-383	Gas Utilities	WWTP	179.77
12/20/2012	6886465-1.1212	E 101-41940-383	Gas Utilities	CITY HALL	37.43
12/20/2012	6886468-5.1212	E 101-41940-383	Gas Utilities	CITY HALL	17.49

12/20/2012	6886472-7.1212	E 101-41940-383	Gas Utilities	CITY HALL	35.43
12/20/2012	6888475-0.1212	E 101-41940-383	Gas Utilities	CITY HALL	31.46
12/20/2012	7900331-5.1212	E 601-49440-383	Gas Utilities	WATER	731.75
12/20/2012	8964221-9.1212	E 602-49490-383	Gas Utilities	LIFT STATION	13.51
12/20/2012	9680285-5.1212	E 101-42110-383	Gas Utilities	POLICE/PW	1,090.71
12/20/2012	9680285-5.1212	E 101-43100-383	Gas Utilities	POLICE/PW	272.68
12/20/2012	9680285-5.1212	E 101-45200-383	Gas Utilities	POLICE/PW	272.68
12/20/2012	9680285-5.1212	E 601-49440-383	Gas Utilities	POLICE/PW	272.68
12/20/2012	9680285-5.1212	E 602-49490-383	Gas Utilities	POLICE/PW	272.66
					$4,511.82
CENTRAL HYDRAULICS, INC.					
12/19/2012	23912	E 101-43100-217	Other Operating Supplies	QUICK COUPLER	25.75
12/19/2012	23912	E 101-45200-217	Other Operating Supplies	QUICK COUPLER	25.75
12/19/2012	23912	E 601-49440-217	Other Operating Supplies	QUICK COUPLER	25.75
12/19/2012	23912	E 602-49490-217	Other Operating Supplies	QUICK COUPLER	25.76
					$103.01
COCA COLA REFRESHMENTS					
12/18/2012	108099912	E 609-49751-254	Miscellaneous Merchandise	MISC	853.62
					$853.62
COLONIAL INSURANCE					
01/05/2013	7129661-0105701	G 101-21712	Colonial Insurance	INSURANCE	226.96
					$226.96
CONNEXUS ENERGY					
12/19/2012	298392.1212	E 101-41940-381	Electric Utilities	ELECTRIC	272.04
12/19/2012	298393.1212	E 602-49451-381	Electric Utilities	ELECTRIC	6,573.69
12/19/2012	298394.1212	E 101-45200-381	Electric Utilities	ELECTRIC	341.92
12/19/2012	298395.1212	E 601-49440-380	Electric-System	ELECTRIC	3,410.03
12/19/2012	298396.1212	E 101-43100-386	Street Lighting	ELECTRIC	3,531.72
12/19/2012	301895.1212	E 101-41940-381	Electric Utilities	ELECTRIC	55.73
12/19/2012	302965.1212	E 101-42110-381	Electric Utilities	ELECTRIC	5.34
12/19/2012	302965.1212	E 101-42110-381	Electric Utilities	ELECTRIC	5.34
12/19/2012	302965.1212	E 101-42210-381	Electric Utilities	ELECTRIC	587.44
12/19/2012	302965.1212	E 101-43100-381	Electric Utilities	ELECTRIC	10.55
12/19/2012	302965.1212	E 101-45200-381	Electric Utilities	ELECTRIC	10.55
12/19/2012	302965.1212	E 609-49750-381	Electric Utilities	ELECTRIC	1,064.98
12/19/2012	303103.1212	E 101-42110-381	Electric Utilities	ELECTRIC	1,201.15
12/19/2012	303103.1212	E 101-43100-381	Electric Utilities	ELECTRIC	300.28
12/19/2012	303103.1212	E 101-45200-381	Electric Utilities	ELECTRIC	300.28
12/19/2012	303103.1212	E 601-49440-381	Electric Utilities	ELECTRIC	300.28
12/19/2012	303103.1212	E 602-49451-381	Electric Utilities	ELECTRIC	300.28
					$18,271.60
CRYSTAL SPRINGS ICE					
12/18/2012	28469	E 609-49751-254	Miscellaneous Merchandise	MISC	53.90
12/31/2012	520234C	E 609-49751-254	Miscellaneous Merchandise	CREDIT ON ICE	(9.86)
					$44.04
DAHLHEIMER DIST. CO. INC.					
12/12/2012	1045390	E 609-49751-252	Beer For Resale	BEER	1,344.05

12/19/2012	1049629	E 609-49751-252	Beer For Resale	BEER	11,645.60
12/19/2012	1049629	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
12/27/2012	1036023	E 609-49751-252	Beer For Resale	BEER	4,842.45
12/27/2012	1036023	E 609-49751-254	Miscellaneous Merchandise	MISC	346.00
12/27/2012	1036023	E 609-49751-255	N/A Products	N/A	31.00
					$18,293.10
DAY DISTRIBUTING CO.					
12/21/2012	681852	E 609-49751-252	Beer For Resale	BEER	1,280.05
					$1,280.05
DELTA DENTAL					
12/15/2012	5016010	G 101-21711	Dental Insurance	01/01/13 - 01/31/13	310.50
					$310.50
DRIVER & VEHICLE SERVICES					
01/02/2013	010212	E 101-42110-221	Vehicle Repair & Maintenance	TABS FOR CHIEF'S CAR	223.00
					$223.00
EMERGENCY APARATUS MAINTENENC					
12/19/2012	65302	E 101-42210-221	Vehicle Repair & Maintenance	ENGINE # 2 REPAIRS	7,837.81
12/19/2012	65303	E 101-42210-221	Vehicle Repair & Maintenance	ENGINE #1 REPAIRS	1,064.59
12/19/2012	65304	E 101-42210-221	Vehicle Repair & Maintenance	TANKER #2 REPAIRS	1,490.02
					$10,392.42
G&K SERVICES, INC					
12/14/2012	1043327913	E 601-49440-402	Janitorial Service	MATS	20.52
					$20.52
GERDIN AUTO SERVICE, INC.					
12/01/2012	64825	E 208-42110-436	Towing Charges	MOVE VEHICLES TO NEW BLDG	908.44
					$908.44
GRANITE CITY JOBBING CO.					
12/11/2012	745289	E 609-49750-210	Operating Supplies	OPERATING	27.86
12/11/2012	745289	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
12/11/2012	745289	E 609-49751-254	Miscellaneous Merchandise	MISC	10.23
12/11/2012	745289	E 609-49751-256	Tobacco Products For Resale	TOBACCO	361.51
12/18/2012	745999	E 609-49750-210	Operating Supplies	OPERATING	147.76
12/18/2012	745999	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
12/18/2012	745999	E 609-49751-254	Miscellaneous Merchandise	MISC	50.37
12/18/2012	745999	E 609-49751-256	Tobacco Products For Resale	TOBACCO	934.03
12/18/2012	745999	G 101-20810	Sales Tax Payable	TAX	(0.88)
12/24/2012	746689	E 609-49750-210	Operating Supplies	OPERATING	56.05
12/24/2012	746689	E 609-49751-254	Miscellaneous Merchandise	MISC	(37.33)
12/24/2012	746689	E 609-49751-256	Tobacco Products For Resale	TOBACCO	330.78
					$1,888.88
HEALTHCARE ENVIRONMENTAL					
12/20/2012	31209	E 101-42110-217	Other Operating Supplies	DESTROY ITEMS	50.00
					$50.00
INNOVATIVE OFFICE SOLUTIONS, L					
12/07/2012	178526	E 101-41400-200	Office Supplies	LABELS	28.16
12/12/2012	181469	E 101-41500-200	Office Supplies	FOLDER/LABELS	29.56

12/12/2012	SCN-007846	E 101-42110-200	Office Supplies	CREDIT	(99.49)
12/18/2012	185376	E 101-43100-217	Other Operating Supplies	MOP	13.68
12/27/2012	IN0189967	E 101-41940-210	Operating Supplies	LINERS, BATTERIES, TOWELS	120.67
12/28/2012	IN0190633	E 101-41400-200	Office Supplies	REPORT COVERS	11.01
					$103.59

J.P. COOKE COMPANY

12/19/2012	213829	E 101-42700-311	Contract	DOG TAGS	71.34
12/19/2012	213829	G 101-20810	Sales Tax Payable	DOG TAGS	(4.59)
					$66.75

JJ TAYLOR DISTRIBUTING

12/03/2012	488539	E 609-49751-252	Beer For Resale	BEER	52.55
12/03/2012	488540	E 609-49751-254	Miscellaneous Merchandise	MISC	20.50
12/21/2012	1965730	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
12/21/2012	1965730	E 609-49751-252	Beer For Resale	BEER	205.80
					$281.85

JOHNSON BROS WHLSE LIQUOR

12/12/2012	1456007	E 609-49751-206	Freight and Fuel Charges	FREIGHT	38.22
12/12/2012	1456007	E 609-49751-251	Liquor For Resale	LIQUOR	2,420.92
12/12/2012	1456008	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.88
12/12/2012	1456008	E 609-49751-253	Wine For Resale	WINE	150.60
12/13/2012	559382	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.47)
12/13/2012	559382	E 609-49751-251	Liquor For Resale	LIQUOR	(69.99)
12/19/2012	1462151	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.70
12/19/2012	1462151	E 609-49751-251	Liquor For Resale	LIQUOR	1,143.73
12/19/2012	1462152	E 609-49751-206	Freight and Fuel Charges	FREIGHT	67.63
12/19/2012	1462152	E 609-49751-253	Wine For Resale	WINE	1,924.65
12/19/2012	1462154	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.70
12/19/2012	1462154	E 609-49751-251	Liquor For Resale	LIQUOR	400.00
12/20/2012	560310	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.47)
12/20/2012	560310	E 609-49751-251	Liquor For Resale	LIQUOR	(133.24)
12/26/2012	1466654	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.95
12/26/2012	1466654	E 609-49751-251	Liquor For Resale	LIQUOR	990.03
12/26/2012	1466655	E 609-49751-253	Wine For Resale	WINE	209.90
					$7,195.74

KIMS KLEANING

12/30/2012	2240	E 601-49440-233	Water Treatment Plant Maint	WATER TREATMENT PLANT	171.00
12/31/2012	2241	E 101-42210-402	Janitorial Service	FIRE DEPT	136.81
12/31/2012	2242	E 101-43100-402	Janitorial Service	PUBLIC WORKS	810.06
12/31/2012	2243	E 101-41940-402	Janitorial Service	CITY HALL	256.52
12/31/2012	2244	E 101-45200-402	Janitorial Service	COMMUNITY CENTER	85.51
12/31/2012	2245	E 101-42110-402	Janitorial Service	POLICE DEPARTMENT	855.04
					$2,314.94

LEAGUE OF MN CITIES

12/12/2012	171569	E 101-41400-433	Dues and Subscriptions	BROOKLYN CENTER - FEB 2013	299.00
					$299.00

MCDONALD DIST CO.

12/13/2012	318049	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00

12/13/2012	318049	E 609-49751-252	Beer For Resale	BEER	3,243.40
12/13/2012	318049	E 609-49751-255	N/A Products	N/A	17.65
12/20/2012	318564	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
12/20/2012	318564	E 609-49751-252	Beer For Resale	BEER	9,934.30
12/20/2012	318564	E 609-49751-255	N/A Products	N/A	65.75
12/20/2012	318565	E 609-49751-254	Miscellaneous Merchandise	MISC	34.00
12/27/2012	319030	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
12/27/2012	319030	E 609-49751-252	Beer For Resale	BEER	4,184.51
12/27/2012	319030	E 609-49751-255	N/A Products	N/A	32.70
					$17,521.31
MED-COMPASS, INC.					
12/04/2012	20706	E 601-49440-311	Contract	TESTING	35.00
12/04/2012	20706	E 602-49490-311	Contract	TESTING	35.00
					$70.00
MN DEPT OF TRANSPORTATION					
12/12/2012	1362	E 101-43100-311	Contract	HWY 47 FLASHER	253.17
					$253.17
MN MUNICIPAL UTILITIES ASSOC.					
01/01/2013	40416	E 601-49440-433	Dues and Subscriptions	2013 WATER UTILITY MEMBER [	398.00
01/01/2013	40693	E 101-41400-311	Contract	SAFETY MGT PROGRAM 1ST QU	432.50
01/01/2013	40693	E 101-42110-311	Contract	SAFETY MGT PROGRAM 1ST QU	432.50
01/01/2013	40693	E 101-42210-311	Contract	SAFETY MGT PROGRAM 1ST QU	432.50
01/01/2013	40693	E 101-43100-311	Contract	SAFETY MGT PROGRAM 1ST QU	648.75
01/01/2013	40693	E 101-45200-311	Contract	SAFETY MGT PROGRAM 1ST QU	648.75
01/01/2013	40693	E 601-49440-311	Contract	SAFETY MGT PROGRAM 1ST QU	648.75
01/01/2013	40693	E 602-49490-311	Contract	SAFETY MGT PROGRAM 1ST QU	648.75
01/01/2013	40693	E 609-49750-311	Contract	SAFETY MGT PROGRAM 1ST QU	432.50
					$4,723.00
MN NCPERS LIFE INSURANCE					
12/19/2012	7334113	G 101-21713	MN Life	01/2013	48.00
					$48.00
MY ALARM CENTER					
01/01/2013	1697246	E 609-49750-445	Security	01/01/13 - 01/31/13	28.87
					$28.87
NETWORK BUSINESS SUPPLIES, INC					
12/10/2012	89183	E 609-49750-210	Operating Supplies	SUPPLIES	139.46
					$139.46
OPUS 21					
12/10/2012	121132	E 601-49440-382	Utility Billing	UTILITY BILLING	1,388.28
12/10/2012	121132	E 602-49490-382	Utility Billing	UTILITY BILLING	1,388.28
					$2,776.56
PATRIOT LANES & LOUNGE					
12/26/2012	4593	R 101-36200	Miscellaneous Revenues	OVERPAYMENT OF LICENSES	5.00
					$5.00
PAUSTIS & SONS					
12/17/2012	8380335	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.25

12/17/2012	8380335	E 609-49751-253	Wine For Resale	WINE	240.00
					$245.25

PHILLIPS WINE & SPIRITS CO.

12/12/2012	2347837	E 609-49751-206	Freight and Fuel Charges	FREIGHT	101.68
12/12/2012	2347837	E 609-49751-251	Liquor For Resale	LIQUOR	5,462.58
12/12/2012	2347838	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.88
12/12/2012	2347838	E 609-49751-253	Wine For Resale	WINE	122.00
12/19/2012	2352145	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.29
12/19/2012	2352145	E 609-49751-251	Liquor For Resale	LIQUOR	729.50
12/19/2012	2352146	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.11
12/19/2012	2352146	E 609-49751-253	Wine For Resale	WINE	453.05
12/28/2012	2356756	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.00
12/28/2012	2356756	E 609-49751-251	Liquor For Resale	LIQUOR	797.91
					$7,714.00

PRINTING UNLIMITED

12/17/2012	00006511	E 101-42110-200	Office Supplies	SNOWMOBILE TABS AND REPO	169.50
					$169.50

RJM DISTRIBUTING INC.

12/13/2012	21527	E 609-49751-252	Beer For Resale	BEER	472.50
					$472.50

SCHREDER, ANDY

12/31/2012	123112	E 101-42400-331	Travel Expenses	MILEAGE	38.30
					$38.30

SKINNER, MARLINE

12/31/2012	123112	E 101-42700-311	Contract	DECEMBER CONTRACT	500.00
					$500.00

SOUTHERN WINE & SPIRITS OF MN

12/13/2012	1963734	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.62
12/13/2012	1963734	E 609-49751-253	Wine For Resale	WINE	352.00
12/13/2012	1970135	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.35
12/13/2012	1970135	E 609-49751-251	Liquor For Resale	LIQUOR	972.55
12/13/2012	1970146	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.60
12/13/2012	1970146	E 609-49751-251	Liquor For Resale	LIQUOR	34.81
12/21/2012	1970185	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.50
12/21/2012	1970185	E 609-49751-251	Liquor For Resale	LIQUOR	685.62
					$2,070.05

ST. PAUL STAMP WORKS, INC.

12/07/2012	267781	E 101-41400-200	Office Supplies	STAMP CH	73.74
					$73.74

THORPE DISTRIBUTING COMPANY

12/14/2012	727737	E 609-49751-252	Beer For Resale	BEER	331.00
12/27/2012	729611	E 609-49751-252	Beer For Resale	BEER	(46.00)
12/28/2012	726276	E 609-49751-252	Beer For Resale	BEER	154.08
					$439.08

UPPER RUM RIVER WATERSHED MGT

12/26/2012	122312	E 101-49200-471	Watershed		1,150.36

					$1,150.36
VINOCOPIA, INC.					
12/14/2012	68936	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.00
12/14/2012	68936	E 609-49751-251	Liquor For Resale	LIQUOR	461.25
12/14/2012	68936	E 609-49751-253	Wine For Resale	WINE	80.00
					$553.25
WIRTZ BEVERAGE MN					
12/11/2012	874419	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(4.21)
12/11/2012	874419	E 609-49751-251	Liquor For Resale	LIQUOR	(196.00)
12/13/2012	149514	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.75
12/13/2012	149514	E 609-49751-251	Liquor For Resale	LIQUOR	1,371.12
12/20/2012	152937	E 609-49751-206	Freight and Fuel Charges	FREIGHT	40.60
12/20/2012	152937	E 609-49751-251	Liquor For Resale	LIQUOR	2,234.91
12/20/2012	152937	E 609-49751-253	Wine For Resale	WINE	335.83
12/20/2012	152937	E 609-49751-254	Miscellaneous Merchandise	MISC	25.73
12/20/2012	152937	E 609-49751-255	N/A Products	N/A	79.90
12/24/2012	875469	E 609-49751-251	Liquor For Resale	LIQUOR	(30.01)
12/27/2012	155619	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.95
12/27/2012	155619	E 609-49751-251	Liquor For Resale	LIQUOR	1,142.06
					$5,037.63
					$196,522.08

FUND SUMMARY

101 GENERAL FUND	$73,021.92
208 POLICE FORFEITURE	$908.44
402 CAPITAL EQUIPMENT	$25,715.00
601 WATER FUND	$13,653.85
602 SEWER FUND	$15,689.55
609 MUNICIPAL LIQUOR FUND	$67,533.32
Total	196,522.08

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION 2013-01

A RESOLUTION APPROVING THE APPOINTMENTS FOR 2013

Mayor Pro Tem	Chris McClish, Council member
City Assessor	Anoka County Assessor's Office
City Attorney	Barna, Guzy & Steffen, Ltd.
City Engineer	Bolton & Menk, Inc.
Planning Consultants	NAC – Northwest Associated Consultants
Health Officer	Allina Medical Clinic – Coon Rapids
Weed Inspector	Jerry Tveit, Mayor
Assistant Weed Inspector	Paul Teicher, Public Works Director
Emergency Management Director	Matthew Hylen, City Administrator
Joint Law Enforcement Council:	
Police Chief	Jeff Harapat, Police Chief
Council Representative	Amy Lazere, Council member
Official Newspaper	Anoka County Union
Official Public Depository	Village Bank of St. Francis Anoka County Federal Credit Union Morgan Stanley Northland Securities RBC Dain Rauscher US Bank 4 M Fund
Financial Consultant/Bond Underwriter	Northland Securities
Official Signatures	Jerry Tveit, Mayor Mayor Pro Tem, Chris McClish Matthew Hylen, City Administrator Barbara I. Held, City Clerk Darcy Mulvihill, Finance Director (2 signatures required)

Council Representative to Boards/Commissions/Committees:

Planning Commission	Tim Brown, Council member
Charter Commission	Jerry Tveit, Mayor
School District #15	Chris McClish, Council member
Park Commission	Mike Haggard, Council member
Economic Development Authority:	
Council Representative (Term Expires 09-06-13)	Chris McClish, Council member
Council Representative (Term Expires 09-06-14)	Jerry Tveit, Mayor
Upper Rum River Watershed:	
Council Representative/Consultant Rep.	Mike Haggard/Jared Voge, City Engineer
Resident Member	Lan Tornes
Metropolitan Council	Jerry Tveit, Mayor
Heritage Preservation Commission	Ray Steinke, Resident

The motion for the adoption of the foregoing resolution was made by Councilmember ** and was duly seconded by Councilmember ** and upon vote being taken thereon, the following voted in favor:

Councilmember
Councilmember
Councilmember
Councilmember
Mayor

and the following voted against the same:
and the following abstained:
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF ST. FRANCIS THIS 7th DAY OF JANUARY 2013.

APPROVED:

_____
Jerry Tveit, Mayor of St. Francis

ATTEST:

_____
Barbara I. Held, City Clerk

CITY OF ST. FRANCIS
ST. FRANCIS, MN
ANOKA COUNTY

RESOLUTION 2013-02

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ST. FRANCIS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of St. Francis 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 St. Francis, 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 St. Francis on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

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

To assist the Authorized Representative with the administration of the agreement, the City Administrator is appointed as the Authorized Representative's designee.

3. That the City Attorney, Scott Lepak, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the City Administrator is appointed as the Authorized Representative's designee.

4. That Jerry Tveit, the Mayor for the City of St. Francis, and Barbara I. Held, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the St. Francis City Council on this 7th day of January, 2013.

CITY OF ST. FRANCIS

ATTEST:

_____
By: Jerry Tveit, Mayor

_____
Barbara I. Held, City Clerk

SWIFT Contract # 56179
MN002161A

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE 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 St. Francis on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice 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 criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice 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 will 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 www.dps.state.mn.us/cjdn/.

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.

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 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 needs to 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 Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. 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.

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 Scott Lepak, Attorney, 200 Coon Rapids Blvd NW, #400, Coon Rapids, MN 55433, (763) 780-5800, 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, or their successors in office.

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 law, state law, and 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.

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.

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 REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

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

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A-_____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Building Department update January 7th 2013

- 432 Building Permits issued during 2012, includes residential as well as commercial work

- 7 new homes with a valuation of $1.2 million were started in 2012.

- A number of property owners and contractors have not followed through with scheduling required inspections, process of notification and follow through planned.

- Revenues approximately $89,000; expenditures around $55,000. This includes the Nowthen contract which began the end of June 2012. We will see both expenses and revenues increase as this arrangement continues for a full calendar year. The goal for both St Francis and Nowthen is to be revenue neutral; this is a fee for service arrangement per State Statute.

- Administrative Citation program is up and running. We have had several different outcomes to our contacts. We have been able to gain compliance on some properties and still working on others. There are fees associated with some of these infractions, when we see that money will vary on the circumstances.

- Historically, the number of complaints registered increases as the program is implemented. Residents see action being taken and are encouraged to report problem properties.

- Contractor Training Series. I am in my 4th year working with the 10 Thousand Lakes Building Officials group who sponsor's training events for Building Contractors. I was able to secure a site in St Francis for this year. It will be held in March at the new Police/ Public Works building. This year's topic is adoption of the 2012 International Building Code with Minnesota amendments, which we expect to be adopted early in the spring. We hope to have a room full of local Building Contractors attending.

- Looking at some of the requirements of the 2012 Minnesota State Building Code; property identification is getting a fair amount of attention. Basically, residential as well as commercial properties need to be identifiable from the public right of way. With larger lots, rural areas or shared driveways we are left to decide what is acceptable. Specifics are given for urban settings regarding number height and location but not for properties where the house is setback from the roadway. This is something I am working with Nate Sparks to come into compliance.

AGENDA REPORT

TO: Matt Hylen, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Water Rates**

DATE: December 31, 2012

INTRODUCTION

Water Rates are set each year and then sent, if changed, to the Utility Billing Vendor for input into their billing system.

BACKGROUND

On December 20, 2010, the City Council changed the water/sewer rates. The water base rate was changed to $12.28 per month. This included the $.53 for the State Test Fee. The rates were sent to the utility billing vendor which entered the $12.28, (correct amount should be $11.75) in for the base fee and did not adjust off the $.53 State Test Fee which is billed on a separate line. This created the residential customers to be billed twice in a month for the $.53 State Test Fee so if they were a customer since February, 2011 they were overbilled $11.66. Commercial customers might see more based on the equivalent connection factor. Many commercial customers including the school are billed based on equivalent connections. This equivalent connection which is determined at time of the building being built or remodeled makes their overbilled amount higher as the $.53 is taken times the equivalent connections and billed each month. This has created an overbilling for all active accounts for the 22 months of $26,426.86 After this was discovered, the utility billing vendor was notified and the bills that went out at the end of December reflected the correct amount on the base billing of $11.75 with the State Fee billing at the $.53.

RECOMMENDATION

The attached notice will be sent out with the bills in January, 2013 and an adjustment for the amount overbilled will be credited to each customer's account. The cost of the printing and insertion of the notice will be borne by the utility billing vendor. Proposed solution to this issue is the city will receive a listing of all rate structures after a rate change and will approve them before they go into effect. The city will also be randomly pulling a few customers after any rate change to recalculate the statement to see if the amounts are accurate.

BUDGET IMPACT

This was revenue recognized by the city in 2011 and 2012. Adjusting entries will be made. This is all revenue in the Water Fund.

Attachments:
1. Notice to Customers

IMPORTANT NOTICE

An audit was recently performed and it was determined the $0.53 monthly fee for the Minnesota Water Test Fee was charged twice.

On this statement a credit for this over billing is included.

Your base water rate has been corrected from $12.28 to $11.75 and utility billing processes have been changed to prevent this error from occurring again.

We apologize for any inconvenience this may have caused. If you have any questions, please contact Customer Service at 651-255-0980.

AGENDA REPORT

TO: Matthew Hylen, City Administrator

FROM: Jeffery Harapat, Chief of Police

SUBJECT: **Squad Purchase**

DATE: 1/2/13

INTRODUCTION

This year we budgeted for two Dodge Chargers. One is a replacement for the 2009 Charger that has over 110,000 miles and the second is an additional squad.

BACKGROUND

The Police Department has been in the practice of replacing one squad per year since the early 1980's. This practice has become impractical as the department has assigned more personnel to patrol. This results in squads that have excessive miles for an emergency response vehicle.

RECOMMENDATION

The Police Department purchases the two Dodge Chargers that are in the 2013 budget. The following are a few results of adding an additional squad: safer squads, fewer repair costs, and higher trade in values to mention a few.

A motion to approve the purchase of two Dodge Chargers on State contract in the amount of $45,272 and equipment/set up of these two cars in the amount of $25,680.

BUDGET IMPACT

2013 Dodge Charger	2 @ $22,636 =	$45,272
Set up for 2 squads and tear down for 1 squad		$16,080
New equipment for add squad (radio,radar,laptop,weapons)		$ 9,600
	TOTAL	$70,952

There is $65,900 in the budget for these items, leaving a balance of $5,052. I am confident that between the trade in value of the 2009 charger and the equipment reused after tear down we will be under budget. If not, the difference will be made up by purchasing some of the new equipment with forfeiture funds.

S:\FORMS\AGENDA REPORT.doc

Attachments:
1. NONE