

AGENDA  
CITY COUNCIL MEETING  
February 13, 2013  
4:30 P.M.

A. Call to Order

B. Roll Call

C. Open Forum

*The public is invited to speak at this time. Open Forum is limited to one half-hour. No person may speak more than five (5) minutes or more than once. Each subject will have a limit of ten (10) minutes. Council members may ask questions of the speaker. With the agreement of the Council, such matters taken up during the open forum may be scheduled on the current agenda or a future agenda.*

D. Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills
4. American Legion Bingo Permit

E. CCLEP 2012 Review

F. Planning Commission Application

G. Resolution 2013-02 BCA E-Charging Agreements

H. Other items as necessary

I. Council & Staff Reports

J. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

K. Adjourn

*CITY OF GRAND MARAIS  
MINUTES  
January 30, 2013*

Mayor Carlson called the meeting to order at 4:30 p.m.

Members present: Larry Carlson, Tim Kennedy, Bill Lenz and Bob Spry

Members absent: Jan Sivertson

Staff present: Mike Roth, Kim Dunsmoor and Chris Hood

Mayor Carlson invited the public to speak during a period of open forum. Open Forum is limited to one half-hour. No person may speak more than 5 minutes or more than once. No one spoke.

**Motion by Lenz, seconded by Spry to approve the Agenda; January 9, 2013, Minutes; and Payment of Bills. Approved unanimously.**

The LHB proposal for a Public Works Facility pre-dates our contract with LHB. Three sites are identified in the scope of work: industrial park sites, adjacent to the hospital, and the brush site. Council questioned the viability of the brush site: however, there seemed to be very little savings in not considering the site for the scope of this first step. There are possible grants to be considered when the plan becomes viable. City Administrator Roth will review the plan with LHB and make sure the plan is within the scope of the contract.

**Motion by Kennedy, seconded by Spry to approve the pre-design concept for pursuing design work with LHB. Approved unanimously.**

The fire department has been trying to sell the 1984 General Pumper for about 18 months. The department has tried advertising including listing in the local paper, listing it on a number of websites that deal with used fire apparatus. The new fire truck is due for delivery in February. The fire department has proposed selling the truck on E-Bay and we have confirmed statutory authority to sell the equipment in this manner.

**Motion by Spry, seconded by Lenz to authorize offering the 1984 Pumper for sale on E-Bay. Approved unanimously.**

The council reviewed the Cooperative Agreement between the State of Minnesota and the City of Grand Marais for the Lake Superior – Grand Marais Parkside Public Water Access. There is some concern over the suggested changes to the agreement so a discussion with the MN Department of Natural Resources will be scheduled.

**Motion by Kennedy, seconded by Lenz to approve the 2013 Mileage Rates consistent with the IRS at 56.5 cents per business mile driven. Approved unanimously.**

Councilor Lenz' Report:

- 1) Firm bids received for the YMCA project were \$1.9 million over estimates. The steering committee met to make changes to the project. The outdoor amenities were eliminated to focus on the building. The lobby was made smaller and the multi-purpose room was eliminated. The swimming pool depth was reduced to 9 ft depth due to liability and cost. Other materials were changed to standard sizes. The committee is still \$ 500,000 over their target project cost and passed a motion requesting the County Board to reallocate \$500,000 more for this project.

There being no further business, the meeting adjourned at 5:07 p.m.



CITY OF GRAND MARAIS

02/08/13 6:34 AM

Page 1

Payments

City of Grand Marais

Current Period: February 2013

Batch Name 020813 CPAP Payments

User Dollar Amt \$101,557.56
Computer Dollar Amt \$101,557.56

\$0.00 In Balance

Table with columns: Refer, Description, Ck#, Date, Account, Total. Includes entries for PERA, DEPT OF THE TREASURY IRS, MN DEPT OF REVENUE-EFTPS, ING, MII LIFE-FLEX, MII LIFE-HRA, and COOK COUNTY AUDITOR-TREASURY.



**CITY OF GRAND MARAIS**

02/08/13 6:34 AM

Page 2

**Payments**

**City of Grand Marais**

**Current Period: February 2013**

Cash Payment	G 211-20800 Taxes Due (State MN)				\$33.00
Invoice	Sales Tax	1/31/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$11,759.00
Refer	59584 BLUE CROSS/BLUE SHIELD OF MN				
Cash Payment	G 101-21706 Health Insurance				\$14,966.00
Invoice	CI 926-V0 8	1/29/2013			
Cash Payment	G 101-21706 Health Insurance				\$573.00
Invoice	CI 926-V1 6	1/29/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$15,539.00
Refer	59585 MINNESOTA LIFE				
Cash Payment	G 101-21716 MN Mutual Life				\$181.00
Invoice	0028722	2/1/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$181.00
Refer	59586 COOK COUNTY LAW ENFORCEME				
Cash Payment	E 101-42100-317 Contracted Services				\$11,666.67
Invoice	Feb 2013	2/1/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$11,666.67
Refer	59587 NCPERS GROUP LIFE INS.				
Cash Payment	G 101-21710 NCPERS-Pera				\$16.00
Invoice	4936213	1/23/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$16.00
Refer	59588 ROHLFING INC.				
Cash Payment	E 609-49750-252 Beer For Resale				\$2,210.90
Invoice	374876	1/16/2013			
Cash Payment	E 609-49750-259 Other For Resale				\$8.50
Invoice	374876	1/16/2013			
Cash Payment	E 609-49750-252 Beer For Resale				\$3,725.62
Invoice	375100	1/23/2013			
Cash Payment	E 609-49750-259 Other For Resale				\$24.00
Invoice	375100	1/23/2013			
Cash Payment	E 609-49750-252 Beer For Resale				\$2,912.22
Invoice	375360	1/30/2013			
Cash Payment	E 609-49750-259 Other For Resale				\$32.50
Invoice	375360	1/30/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$8,913.74
Refer	59589 SUPERIOR BEVERAGES LLP				
Cash Payment	E 609-49750-252 Beer For Resale				\$2,857.76
Invoice	419372	1/16/2013			
Cash Payment	E 609-49750-252 Beer For Resale				\$2,842.95
Invoice	419758	1/23/2013			
Cash Payment	E 609-49750-252 Beer For Resale				\$2,292.25
Invoice	420166	1/30/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	<b>Total</b>	\$7,992.96
Refer	59590 COCA-COLA REFRESHMENTS				
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa				\$112.48
Invoice	0648026713	1/30/2013			



# CITY OF GRAND MARAIS

02/08/13 6:34 AM

Page 3

## Payments

City of Grand Marais

Current Period: February 2013

Transaction Date	2/7/2013	MAIN CHECKING G 10100	Total	\$112.48
Refer	59591	<b>BERNICKS</b>		
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa			\$50.00
Invoice	323435	1/17/2013		
Cash Payment	E 609-49750-260 Soft Drinks/Mix For Resa			-\$9.60
Invoice	323436	1/17/2013		
Cash Payment	E 609-49750-252 Beer For Resale			\$1,848.95
Invoice	323437	1/17/2013		
Cash Payment	E 609-49750-259 Other For Resale			\$12.35
Invoice	323437	1/17/2013		
Cash Payment	E 609-49750-252 Beer For Resale			\$3,271.95
Invoice	324426	1/24/2013		
Cash Payment	E 609-49750-259 Other For Resale			\$37.05
Invoice	324426	1/24/2013		
Cash Payment	E 609-49750-252 Beer For Resale			\$3,047.95
Invoice	325317	1/31/2013		
Cash Payment	E 609-49750-259 Other For Resale			\$131.42
Invoice	325316	1/31/2013		
Transaction Date	2/7/2013	MAIN CHECKING G 10100	Total	\$8,390.07
Refer	59592	<b>WINE MERCHANTS</b>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$384.00
Invoice	441905	1/30/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$10.28
Invoice	441905	1/30/2013		
Transaction Date	2/7/2013	MAIN CHECKING G 10100	Total	\$394.28
Refer	59593	<b>PHILLIPS WINE &amp; SPIRITS</b>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$3,119.19
Invoice	2371133	1/30/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$115.66
Invoice	2371133	1/30/2013		
Cash Payment	E 609-49750-252 Beer For Resale			\$54.80
Invoice	2371134	1/30/2013		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$29.60
Invoice	3497936	1/16/2013		
Cash Payment	E 609-49750-333 Freight and Express			-\$2.57
Invoice	3497937	1/16/2013		
Transaction Date	2/7/2013	MAIN CHECKING G 10100	Total	\$3,257.48
Refer	59594	<b>JOHNSON BROTHER LIQUOR</b>		
Cash Payment	E 609-49750-251 Liquor For Resale			\$9,177.48
Invoice	1491040	1/30/2013		
Cash Payment	E 609-49750-259 Other For Resale			\$51.50
Invoice	1491040	1/30/2013		
Cash Payment	E 609-49750-333 Freight and Express			\$277.58
Invoice	1491040	1/30/2013		
Cash Payment	E 609-49750-251 Liquor For Resale			-\$311.75
Invoice	563741	1/18/2013		
Cash Payment	E 609-49750-333 Freight and Express			-\$12.85
Invoice	563741	1/18/2013		





City of Grand Marais

CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 1

Payments

Current Period: February 2013

Batch Name	2142013AP	User Dollar Amt	\$36,727.91
Payments		Computer Dollar Amt	\$36,727.91

\$0.00 In Balance

Refer	59531	COOK COUNTY NEWS HERALD	-	
Cash Payment	E 101-41400-350	Publishing	2013	\$1,160.00
Invoice	JAN. 2013	1/31/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$1,160.00

Refer	59532	GENE S FOODS	-	
Cash Payment	E 101-41400-210	Operating Supplies (GE	2013	\$15.88
Invoice	00145111	1/14/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$15.88

Refer	59533	COMO OIL & PROPANE	-	
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2013	\$918.00
Invoice	133814	1/23/2013		
Cash Payment	E 101-41940-217	Heating Fuel	2013	\$723.48
Invoice	634029	1/24/2013		
Cash Payment	E 101-45124-217	Heating Fuel	2013	\$1,561.44
Invoice	536028	1/22/2013		
Cash Payment	E 101-43100-217	Heating Fuel	2013	\$346.53
Invoice	821058	1/30/2013		
Cash Payment	E 211-45500-217	Heating Fuel	2013	\$287.05
Invoice	721836	1/11/2013		
Cash Payment	E 211-45500-217	Heating Fuel	2013	\$366.31
Invoice	821043	1/28/2013		
Cash Payment	E 101-41940-217	Heating Fuel	2013	\$779.23
Invoice	821102	2/4/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$4,982.04

Refer	59534	GRAND MARAIS AUTO PARTS, INC	-	
Cash Payment	E 101-43100-220	Repair/Maint Supply (GE	2013	\$14.63
Invoice	620980	1/7/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$14.63

Refer	59535	SUPERIOR LUMBER & SPORTS	-	
Cash Payment	E 101-41940-220	Repair/Maint Supply (GE	2013	\$58.73
Invoice	190841	12/31/2012		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$58.73

Refer	59536	COOK COUNTY CURLING CLUB	-	
Cash Payment	E 609-49750-340	Advertising	2013	\$100.00
Invoice	2013 BANNERS	1/29/2013		
Cash Payment	E 101-45124-340	Advertising	2013	\$100.00
Invoice	2013 BANNERS	1/29/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$200.00

Refer	59537	JOHNSON S FOODS	-	
Cash Payment	E 609-49750-210	Operating Supplies (GE	2013	\$5.65
Invoice	44003871848	1/31/2013		
Transaction Date	2/5/2013	MAIN CHECKING G	10100	<b>Total</b> \$5.65

Refer	59538	LEAGUE OF MN CITIES INSURANC	-	
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# CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 2

## Payments

### City of Grand Marais

Current Period: February 2013

Cash Payment	E 101-43100-150 Worker s Comp (GENER 2012		\$699.34
Invoice 24262	1/23/2013		
Cash Payment	E 101-42200-150 Worker s Comp (GENER 2012		-\$66.98
Invoice 24262	1/23/2013		
Cash Payment	E 609-49750-150 Worker s Comp (GENER 2012		\$327.22
Invoice 24262	1/23/2013		
Cash Payment	E 101-41400-150 Worker s Comp (GENER 2012		\$44.94
Invoice 24262	1/23/2013		
Cash Payment	E 101-41940-150 Worker s Comp (GENER 2012		-\$10.33
Invoice 24262	1/23/2013		
Cash Payment	E 613-45125-150 Worker s Comp (GENER 2012		\$72.12
Invoice 24262	1/23/2013		
Cash Payment	E 101-45100-150 Worker s Comp (GENER 2012		\$161.71
Invoice 24262	1/23/2013		
Cash Payment	E 101-45124-150 Worker s Comp (GENER 2012		\$519.08
Invoice 24262	1/23/2013		
Cash Payment	E 211-45500-150 Worker s Comp (GENER 2012		\$105.65
Invoice 24262	1/23/2013		
Cash Payment	E 101-41110-150 Worker s Comp (GENER 2012		\$89.53
Invoice 24262	1/23/2013		
Cash Payment	E 601-49440-151 Worker s Comp Insuranc 2012		-\$409.12
Invoice 24262	1/23/2013		
Cash Payment	E 602-49490-151 Worker s Comp Insuranc 2012		\$59.00
Invoice 24262	1/23/2013		
Cash Payment	E 604-49590-151 Worker s Comp Insuranc 2012		\$281.84
Invoice 24262	1/23/2013		

Transaction Date	2/5/2013	MAIN CHECKING G 10100	<b>Total</b>	\$1,874.00
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Refer 59551 FLEET ONE LLC

Cash Payment	E 101-43100-212 Motor Fuels	2013	\$701.30
Invoice 4452910017	1/31/2013		
Cash Payment	E 101-43100-212 Motor Fuels	2013	\$56.76
Invoice 4452920017	1/31/2013		
Cash Payment	E 101-45100-212 Motor Fuels	2013	\$16.22
Invoice 4452920017	1/31/2013		
Cash Payment	E 101-45100-212 Motor Fuels	2013	\$80.58
Invoice 4452890017	1/31/2013		

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$854.86
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Refer 59552 BUCK S HARDWARE HANK

Cash Payment	E 609-49750-210 Operating Supplies (GE 2013		\$3.86
Invoice JANUARY 2013	1/31/2013		
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE 2013		\$6.57
Invoice JANUARY 2013	1/31/2013		
Cash Payment	E 101-41940-220 Repair/Maint Supply (GE 2013		\$105.91
Invoice JANUARY 2013	1/31/2013		
Cash Payment	E 101-42200-240 Small Tools and Minor E 2013		\$42.91
Invoice JANUARY 2013	1/31/2013		
Cash Payment	E 101-45100-210 Operating Supplies (GE 2013		\$100.00
Invoice JANUARY 2013	1/31/2013		



# CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 3

## Payments

City of Grand Marais

Current Period: February 2013

Cash Payment	E 101-45100-220 Repair/Maint Supply (GE 2013	\$122.61
Invoice	JANUARY 2013 1/31/2013	
Cash Payment	E 101-45124-220 Repair/Maint Supply (GE 2013	\$4.83
Invoice	JANUARY 2013 1/31/2013	
Cash Payment	E 101-45184-220 Repair/Maint Supply (GE 2013	\$143.92
Invoice	JANUARY 2013 1/31/2013	
Cash Payment	E 101-43100-224 Street Maint Materials 2013	\$675.84
Invoice	JANUARY 2013 1/31/2013	

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$1,206.45
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Refer 59553 PUBLIC UTILITIES COMMISSION1 Ck# 002023E 2/6/2013

Cash Payment	E 101-41940-380 Utility Services (GENER 2013	\$1,640.27
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-43100-380 Utility Services (GENER 2013	\$23.37
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-45100-380 Utility Services (GENER 2013	\$938.44
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-43100-381 Street Light Utilities 2013	\$2,722.85
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-42700-380 Utility Services (GENER 2013	\$148.10
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-42200-382 Fire Hydrant Utilities 2013	\$1,103.70
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-45189-380 Utility Services (GENER 2013	\$41.60
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 211-45500-380 Utility Services (GENER 2013	\$734.65
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-45124-380 Utility Services (GENER 2013	\$2,575.19
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-45184-380 Utility Services (GENER 2013	\$320.52
Invoice	JANUARY 2013 2/6/2013	
Cash Payment	E 101-42200-380 Utility Services (GENER 2013	\$157.16
Invoice	JANUARY 2013 2/6/2013	

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$10,405.85
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Refer 59554 VIKING PLUMBING & HEATING

Cash Payment	E 101-41940-220 Repair/Maint Supply (GE 2013	\$31.47
Invoice	21233 1/10/2013	

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$31.47
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Refer 59555 STEVE S SPORTS AND AUTO

Cash Payment	E 101-45100-220 Repair/Maint Supply (GE 2013	\$183.38
Invoice	224768 1/3/2013	
Cash Payment	E 101-42200-240 Small Tools and Minor E 2013	\$8.62
Invoice	225052 1/18/2013	

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$192.00
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Refer 59556 GRAND MARAIS AUTO PARTS, INC

Cash Payment	E 101-45124-220 Repair/Maint Supply (GE 2013	\$5.01
Invoice	620906 1/4/2013	

Transaction Date	2/6/2013	MAIN CHECKING G 10100	<b>Total</b>	\$5.01
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Refer 59557 SUPERIOR LUMBER & SPORTS



# CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 4

## Payments

City of Grand Marais

Current Period: February 2013

Cash Payment	E 613-45125-221 Equipment Parts/Bulling	2013			\$123.18
Invoice	190853	12/31/2012			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$123.18
Refer	59558	G&G SEPTIC			
Cash Payment	E 101-43100-418 Portable Toilet Rentals	2013			\$48.25
Invoice	5480	1/28/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$48.25
Refer	59559	COUNTY PLUMBING & HEATING			
Cash Payment	E 101-45124-220 Repair/Maint Supply (GE	2013			\$203.25
Invoice	8415	1/30/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$203.25
Refer	59560	NORTHERN WILDS			
Cash Payment	E 101-45124-340 Advertising	2013			\$83.00
Invoice	10342	2/1/2013			
Cash Payment	E 101-45100-340 Advertising	2013			\$294.00
Invoice	10183	2/1/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$377.00
Refer	59561	MN DEPT OF LABOR AND INDUST			
Cash Payment	E 101-45124-439 Licenses	2013			\$55.00
Invoice	0000083761	1/23/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$55.00
Refer	59562	DALCO			
Cash Payment	E 101-41940-210 Operating Supplies (GE	2013			\$351.93
Invoice	2562013	1/25/2013			
Cash Payment	E 101-41940-210 Operating Supplies (GE	2013			\$175.02
Invoice	2564359	1/31/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$526.95
Refer	59563	QUILL CORPORATION			
Cash Payment	E 101-41400-200 Office Supplies (GENER	2013			\$78.83
Invoice	9004159	1/29/2013			
Cash Payment	E 211-45500-200 Office Supplies (GENER	2013			\$147.94
Invoice	8505512	1/10/2013			
Cash Payment	E 211-45500-200 Office Supplies (GENER	2013			\$19.71
Invoice	8500922	1/10/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$246.48
Refer	59564	G&K SERVICES			
Cash Payment	E 211-45500-310 Service Agreements	2013			\$85.47
Invoice	1229348374	1/29/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$85.47
Refer	59565	BARRON S			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013			\$199.00
Invoice	121598869068	2/6/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	<b>Total</b>	\$199.00
Refer	59566	PC MALL GOV			
Cash Payment	E 211-45500-449 Automation	2013			\$157.74
Invoice	0140022724	1/29/2013			



# CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 5

## Payments

### City of Grand Marais

Current Period: February 2013

Transaction Date	2/6/2013	MAIN CHECKING G	10100	Total	\$157.74
Refer	<u>59567 BAKER &amp; TAYLOR</u>				
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$613.94	
Invoice	2027763497	1/4/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$162.16	
Invoice	2027840881	1/28/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$9.75	
Invoice	2027755850	1/2/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$349.22	
Invoice	2027759584	1/3/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$238.25	
Invoice	2027799064	1/14/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$203.09	
Invoice	2027800844	1/15/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$20.31	
Invoice	M08189090	1/17/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$46.57	
Invoice	M08510950	1/22/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$107.50	
Invoice	M07098990	1/4/2013			
Cash Payment	E 211-45500-435 Books, Periodicals, AV	2013		\$24.37	
Invoice	M07099000	1/4/2013			
Transaction Date	2/6/2013	MAIN CHECKING G	10100	Total	\$1,775.16
Refer	<u>59572 CCLEP</u>				
Cash Payment	E 101-41900-310 Service Agreements	2013		\$2,000.00	
Invoice	20131	1/28/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	Total	\$2,000.00
Refer	<u>59573 THOMPSON PERFORMANCE</u>				
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE	2013		\$53.20	
Invoice	19802	2/6/2013			
Cash Payment	E 101-42200-220 Repair/Maint Supply (GE	2013		\$4.52	
Invoice	19803	2/7/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	Total	\$57.72
Refer	<u>59574 TWIN PORTS PAPER &amp; SUPPLY IN</u>				
Cash Payment	E 609-49750-210 Operating Supplies (GE	2013		\$143.29	
Invoice	126344	2/5/2013			
Transaction Date	2/7/2013	MAIN CHECKING G	10100	Total	\$143.29
Refer	<u>59599 COOK COUNTY VISITORS BUREA</u>				
Cash Payment	G 101-20802 Cook County Lodging Tax	2012		\$9,722.85	
Invoice	DEC. 2012	2/7/2013			
Transaction Date	2/8/2013	MAIN CHECKING G	10100	Total	\$9,722.85



# CITY OF GRAND MARAIS

02/08/13 11:50 AM

Page 6

## Payments

City of Grand Marais

Current Period: February 2013

### Fund Summary

	10100 MAIN CHECKING GMSB	
101 GENERAL FUND		\$32,142.19
211 LIBRARY		\$3,878.68
601 WATER		(\$409.12)
602 SEWER		\$59.00
604 ELECTRIC		\$281.84
609 MUNICIPAL LIQUOR FUND		\$580.02
613 GOLF COURSE		\$195.30
		<hr/>
		\$36,727.91

Pre-Written Checks	\$10,405.85
Checks to be Generated by the Computer	\$26,322.06
Total	<hr/>
	\$36,727.91

# LG240B Application to Conduct Excluded Bingo (No fee)

Excluded bingo may be conducted by an organization that conducts bingo on 4 or fewer days in a calendar year, or in connection with a county fair, the state fair, or a civic celebration if it is conducted on 12 or fewer consecutive days in a calendar year. If your organization has been licensed or exempted in the current calendar year, you are not eligible to apply for excluded bingo.

<b>Organization Information</b>			
Organization legal name <u>AMERICAN LEGION POST 413</u>		Previous license or permit number, if any <u>XB-05459-05-004</u>	
Street <u>17 1<sup>ST</sup> AVE W, BOX 721</u>			
City <u>GRAND MARAIS</u>	State <u>MINN</u>	Zip code <u>55604</u>	County <u>COOK</u>
Type of nonprofit organization (check one): <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization			
Type of proof of nonprofit - attach a copy (see instructions) <input checked="" type="checkbox"/> Nonprofit Articles of Incorporation or Certificate of Good Standing - Minnesota Secretary of State's Office <input type="checkbox"/> Internal Revenue Service <input type="checkbox"/> Affiliate of parent nonprofit organization (charter)			
<b>Excluded Bingo Activity Information</b>			
Has your organization held a bingo event in the current year? No <u>X</u> Yes _____ If yes, list the dates that bingo was conducted _____			
<input checked="" type="checkbox"/> The bingo will be conducted on four or fewer days in this calendar year. Date(s) of bingo event(s) <u>MAR 16 APR 13 MAY 4 JUNE 1</u>			
- OR -			
<input type="checkbox"/> The bingo event will be conducted (up to 12 consecutive days) in connection with a: County Fair _____ Date(s) of bingo event _____ State Fair _____ Date(s) of bingo event _____ Civic Celebration - Date(s) of bingo event _____ <small>A civic celebration is defined as an event conducted in Minnesota that is sponsored by a local unit of government having jurisdiction over the event.</small>			
Name of person in charge of the bingo event <u>ROBERT MATSON (VICE COMMANDER)</u>			
Daytime phone <u>218-387-2533</u>			
Bingo equipment (hard cards, bingo paper, and bingo ball selection device) must be purchased from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to <a href="http://www.gcb.state.mn.us">www.gcb.state.mn.us</a> and click on List of Licensed Distributors. Or call 651-639-4000.			
<b>Premises Where Excluded Bingo Will Be Conducted</b>			
Name of premises <u>AMERICAN LEGION POST 413</u>			
Street address <u>17 1<sup>ST</sup> AVE W BOX 721</u>			
City or township <u>GRAND MARAIS</u>	State <u>MINN</u>	Zip code <u>55604</u>	County <u>COOK</u>

# LG240B Application to Conduct Excluded Bingo

Organization name \_\_\_\_\_

## Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge.

Signature Robert Mattson

Daytime phone number 218-387-2533

Name (please print) ROBERT MATTSO

Date 9 / 31 / 13

## Local Unit of Government Acknowledgment and Approval

**If the gambling premises is within city limits, the city must sign this application.**

On behalf of the city, I hereby approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print name of city \_\_\_\_\_

Signature of city personnel receiving application \_\_\_\_\_

Title \_\_\_\_\_ Date  / /

**If the gambling premises is located in a township, both the county and township must sign this application.**

For the township: On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits.

Print name of township \_\_\_\_\_

Signature of township official acknowledging application \_\_\_\_\_

A township has no statutory authority to approve or deny an application (Minnesota Statute 349.213, subd. 2).

Title \_\_\_\_\_ Date  / /

For the county: On behalf of the county, I hereby approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print name of county \_\_\_\_\_

(Signature of county personnel receiving application) \_\_\_\_\_

Title \_\_\_\_\_ Date  / /

## Mail application and attachment(s)

Send the completed application and a copy of your proof of nonprofit status (see instructions) at least 30 days prior to the activity date to:

**Gambling Control Board  
Suite 300 South  
1711 W. County Rd. B  
Roseville, MN 55113**

This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you an authorization. If you supply the information requested, the Board will be able to process your application.

Your name and your organization's name and address will be public information when received by the Board. All the other information that you provide will be private data about you until the Board issues your authorization. When the Board issues your authorization, all of the information that you have provided to the Board in the process of applying

for your authorization will become public. If the Board does not issue you an authorization, all the information you have provided in the process of applying for an authorization remains private, with the exception of your name and your organization's name and address which will remain public.

Private data about you are available only to the following: Board members, staff of the Board whose work assignment requires that they have access to the information; the Minnesota Department of Public Safety; the Minnesota Attorney General; the Minnesota Commissioners of Administration, Finance, and Revenue; the Minnesota Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

## **CCLEP Project Resume End of 2012 Review**

### **Cook County and Grand Marais Energy Conservation and Renewable Energy Plan:**

Fall 2010 - present

In partnership with the City of Grand Marais and Cook County, MN, CCLEP volunteers initiated, and implemented, a community planning process to develop an energy efficiency and renewable energy plan for both the City of Grand Marais and Cook County. This plan was completed and adopted by the City of Grand Marais and Cook County in July and August 2012. Funding: \$50,000 MN Office of Energy Security

### **Cook County Biomass Energy Feasibility Study: Winter 2011 - present**

In partnership with the University of Minnesota, the U.S. Forest Service, and Dovetail Partners, CCLEP volunteers initiated a comprehensive assessment of the potential for biomass energy in Cook County at a variety of scales and locations.

Funding: \$112,000 Cook County; \$150,000 Minnesota Legislative/Citizens Committee on Minnesota Resources

### **Biomass District Heat Project for Grand Marais**

September 2012 - present

The Cook County Board of Commissioner's met and approved a request from CCLEP for the use of up to \$355,000 of 1 percent recreation and infrastructure sales tax revenue for a two step study: a detailed feasibility study (\$112,000) and business plan development of a biomass district heating facility in Grand Marais (\$243,000) if the step 1 study finds the project should proceed. This project is in collaboration with the BioBusiness Alliance of MN and the Swedish Bioenergy Association. Funding: \$355,000

### **Cook County Residential Energy Efficiency Program (REEP)**

Spring 2011 - present

CCLEP staff and volunteers worked and coordinated with Duluth Energy Efficiency Program, Cook County, the City of Grand Marais, the Cook County and Grand Marais Joint Economic Development Authority (EDA), the EDA Housing Program, Cook County Higher Education and local businesses to create a program to help building owners in Cook County make their buildings more energy efficient. REEP focuses on residential buildings and is a template for energy efficiency work on other buildings.

### **Energy Efficiency Education Program**

September 2012 - present

CCLEP partnered with Cook County Higher Education to deliver energy efficiency education to Cook County. A homeowner workshop kicked off CCLEP's REEP program. A contractor workshop offering continuing education credits to licensed contractors was conducted with the Department of Labor and Industry staff. Participating contractors were invited to apply to the REEP program. CCLEP conducted an energy audit on CCHE building and is working for energy efficient improvements for their remodeling project. Funding: \$2500. Clean Energy Resources Team (CERT); \$650 local businesses and EDA donated to support a continuing education energy workshop for licensed contractors.

### **Energy Audits for EDA Housing Authority Projects**

Spring 2012 - present

CCLEP and EDA Housing staff secured funding from EDA, Grand Marais PUC and

Arrowhead Electric Cooperative for energy audits in utility members' homes participating in EDA Housing projects with Department of Employment and Economic Development (DEED) Small Cities Development Program and Northeastern Minnesota HOME Consortium funds for income eligible clients.

Funding: \$1600 EDA; \$1000 Grand Marais PUC; \$ 600 Arrowhead Electric Cooperative

### **Grand Marais Solar Photovoltaic Power System**

Spring 2010 (Installation spring 2012)

In partnership with the City of Grand Marais, CCLEP volunteers secured funding for and coordinated the installation of, a 7.4 kilowatt solar photovoltaic power system at the Grand Marais Municipal Golf Course. Funding: \$57,636 Iron Range Resources; \$13,000 City of Grand Marais; \$5,000 Cook County Board, \$2,000 Lutheran Community Foundation.

### **Cook County Community Center Planning Committee**

Summer 2010 - present

CCLEP volunteers participated in the planning process for a community center in Grand Marais that is attached to the Cook County High School administered by the YMCA. CCLEP advocated for energy efficiency and compatibility with potential future renewable energy sources including a possible biomass district heating facility.

### **Cook County Whole Foods Coop**

Summer 2012 - present

CCLEP volunteers participated in the planning process for a new store advocating for energy efficiency and compatibility with potential future renewable energy sources including a possible biomass district heating facility.

### **Energy Education Materials in the Schools**

Spring 2012

CCLEP staff secured funds from Arrowhead Electric Operation Round-up for energy education materials for area schools.

Funding: \$340.

### **Past and Ongoing CCLEP Projects**

CCLEP Formed, Website Launched: April 2008 - September 2009

12 Simple Steps for Energy Efficiency Program: October 2008 - December 2010

Wind Power Monitoring: July 2009 - Present

Energy Efficiency Home Audit House Party Program: August 2009 - April 2010

Wind Turbine/Bird Migration Study Public Forum: Fall 2009 - Present

North Shore Ride Share Website: [www.northshorerideshare.com](http://www.northshorerideshare.com): July 2010 - Present

City of Grand Marais Energy Efficiency Lighting Retrofit: Summer 2010

Energy Curriculums for Local Grade Schools: Fall 2010 - Present

Small-Scale Wind Turbine Tower Ordinance Change: Fall 2010

Grand Marais Recreation Area Bathhouse Solar Hot Water Installation: November 2010 - Present

CC Courthouse Energy Efficiency Heat & Ventilation Retrofit: Fall 2010

Home Energy Savings Workshops: Winter 2011 - Summer 2011

Grand Marais Library Expansion Project: Summer 2011

CCLEP Part time Coordinator : Winter 2011- Present

Angry Trout Cafe Heat Recovery Project: Spring 2010 - Present

See [www.cookcountylep.org](http://www.cookcountylep.org)

# CITY OF GRAND MARAIS

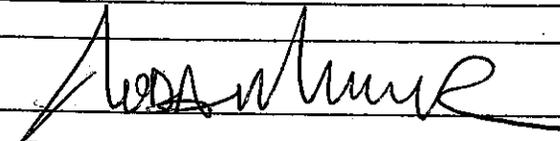
PO Box 600  
Grand Marais, MN 55604  
(218) 387-1848

Board you are applying for: Planning & Zoning

1. Name: MILLER TODD J.  
last first middle
2. Mailing Address: PO, Box 1458  
street or box number  
GRAND MARAIS, MN 55604  
City, State, Zip code
3. Telephone number: H 218.387.9441 W 218.387.9441
4. Are you a resident of The City of Grand Marais? Yes
5. Occupation: PROPERTY OWNER / MANAGER
6. Special skills, expertise, and knowledge you could add to this board.  
PRIOR EXPERIENCE IN REAL ESTATE,  
CONSTRUCTION, PUBLIC SERVICE, PARK  
BOARD, VOLUNTEER ACTIVITY.
7. Can you attend up to two evening meetings per month? Yes
8. Civic, professional and community activities:
  - VICE CHAIR @ PARK BOARD 3 yrs
  - ORGANIZER OF GOAT PARADE FOR FIRE PIC 3 yrs
  - CREATED AND EXISTED COMMUNITY GARDEN BAND PROJECT FOR AREA YOUTH w/N.S.M.A.
  - REAL ESTATE BROKER
  - MUSIC DIRECTOR WTIP 1 yr
  - RADIO HOST, PM COMMUNITY CALENDAR 2 yrs
  - BAND LEADER
  - MENTOR FOR AREA YOUTH

9. Please explain why you wish to become a member of this board.

TO FILL THE NEEDED POSITION AND  
CONTINUE MY GIVING TO THE COMMUNITY.

10. Signature of applicant: 

11. Date: 1/4/13

# City of Grand Marais

## MEMO

TO: Mayor Carlson  
City Council Members  
FROM: Michael J. Roth, City Administrator  
DATE: February 8, 2013  
SUBJECT: E-Charging Agreement with Bureau of Criminal Apprehension

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Cook County is using electronic charging through the state Bureau of Criminal Apprehension (BCA). In order to access the system for City prosecutions, the City will need to approve the attached resolution and two attached agreements. Chris has reviewed the agreements, and is familiar with the agreements through his work as prosecuting attorney with other Cities.

CITY OF GRAND MARAIS, MINNESOTA  
CITY COUNCIL RESOLUTION 2013-02

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS  
WITH THE CITY OF GRAND MARAIS ON BEHALF OF ITS PROSECUTING ATTORNEY  
AND LAW ENFORCEMENT DEPARTMENT

WHEREAS, the City of Grand Marais on behalf of its Prosecuting Attorney and Law Enforcement 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 THE CITY OF GRAND MARAIS, MINNESOTA

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 Grand Marais on behalf of its Prosecuting Attorney and Law Enforcement 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 Cook County Sheriff Mark Falk, or his or her successor, is designated the Authorized Representative for the Law Enforcement Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Cook County Attorney Tim Scannell, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That the Mayor and City Administrator of the City of Grand Marais are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed by the City Council of the City of Grand Marais, Minnesota this 13<sup>th</sup> day of February, 2013.

(SEAL)

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Mayor Laurence Carlson

ATTEST:

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Michael J. Roth  
City Administrator

**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 Grand Marais 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/](http://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](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the 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 Tim Scannell, County Attorney, 411 W 2<sup>nd</sup> Street, Grand Marais, MN 55604, (218) 387-3670, 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: \_\_\_\_\_

SWIFT Contract Number: 49931

**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: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and City of Grand Marais on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 49931, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

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

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

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

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

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

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

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

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

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on*

*Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

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

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

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

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

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

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

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

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or

attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

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

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services

Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or

in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SWIFT Contract No. \_\_\_\_\_

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

**2. SUBSCRIBER (AGENCY)**

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

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

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

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

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

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

**5. COURTS**

Authority granted to Bureau of Criminal Apprehension

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

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

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

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

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

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

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

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

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

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

## GRAND MARAIS LIBRARY BOARD MINUTES: 1/7/13

**Meeting Date:** January 7, 2013

**Call to Order:** The meeting was called to order by president, David Quick at 5:30.

**Attendance:** Sally Berg, Dawn Byholm, Linda Chappell, David Quick, Jan Sivertson, Fritz Sobanja, and Clara Weitz.

Not in attendance: Audrey Stattelman

**Introduction of Visitors-** There were no visitors at the meeting.

**Additions to the Agenda-** There were no additions to the agenda.

**Approvals of Minutes-** Quick asked for two wording changes in the report on the Financial Policy from the December minutes. A motion was made by Sivertson and a second by Byholm to approve the minutes of the November meeting, as corrected. The motion passed.

**Financial Report-** Chappell reported that the library had received the newsletter from the MN Community Foundation. Chappell shared the November financial printout from the city. She reported that at the end of November the library was about \$10,0000 under budget. While the December expenditures were not included in this report, this should place the library in good financial standing for fiscal year 2012.

**Approval of Bills:** Byholm motioned to approve the payment of the bills presented by Chappell. Sivertson seconded the motion. There was no discussion. The motion to approve the bills passed.

**Director's Report:** Chappell gave the Director's report. A copy of her report is attached to report.

**Committee Reports-** There were no committee meetings during the month of December.

Interior Design – This committee has a meeting scheduled for Friday, January 11, 2013.

**Communications-** Martha Dale sent a Christmas card, from a nursing home in Iowa, expressing her fond memories of the Grand Marais Library. Chappell replied to her card.

### **Library Friends Liaison Report-**

Clara Weitz, representing the Library Friends organization, reported that their plans to consider purchasing a sculpture for the library would be changed due to the cost being more than the organization could provide. The amount that they can spend for this purchase won't exceed \$2500.000. Other options for their contribution were discussed including a new sign for the library, outdoor benches, or after hours pick up boxes. Chappell, and the board, stated that all of those options are needed and would provide

## GRAND MARAIS LIBRARY BOARD MINUTES: 1/7/13

the Library Friends with good recognition for their contribution. Weitz said that they would need information on the cost of these items so that she could take the information back to the Library Friends. Chappell said that she would provide her with this information.

### **Unfinished Business-**

Landscape trees –No report

Wi-Fi Internet Policy –This policy was sent to the city attorney to look over and advise the library on liability issues. The cable Internet access is filtered with Arrowhead but if people bring their own devices in, they are not filtered. Some disclaimer would need to be handed out to explain this.

Building Project List: Flood Abatement: LHS Engineers thought it over and sent a proposal. In summary, for \$5000.00 they will think about it and provide guidance. It will not include specifications. The materials and labor would be on top of that. After considerable discussion, the library board was in favor of creating a request for proposal from local contractors to fix the problem.

**Capital Budget:** The board looked at the list of capital expenditure ideas compiled by Chappell. The board determined that some of the items were more important than others and some may not be true capital items. It was a consensus that the flood abatement is a necessity. The other items are possible ideas for future capital improvements. A discussion of what constitutes capital items was held. The capital budget items list will be reworked for discussion at the next meeting. The board thought a different title for the list, such as Potential Capital Improvements from Restricted Funds, would be a more descriptive title for the list.

**Financial Policy:** Quick and Chappell shared the changes in wording in the proposed policy. There was a discussion of the number of months of reserve funds needed for the Reserve Fund. A recommendation to set aside one month of reserves, to use when there are “cash flow issues”, was recommended. A motion to approve the financial policy was made by Byholm, second by Sivertson. Chappell thanked David Quick for his help on this policy. Motion passed.

**New Business-** The new board members have not yet been appointed to the Library Board so the election of officers was not held. The proposed slate of officer includes: Chairperson: Audrey Stattleman, Vice Chair: Dawn Byholm and Secretary: Sally Berg. The board decided to wait until the next meeting to vote on the officers so there is a full board in attendance.

**Adjournment:** A motion and second were made by Byholm and Sivertson to adjourn the meeting. The motion passed. The meeting was adjourned at 7:03.

Respectfully Submitted by Sally Berg.

# Grand Marais Planning and Zoning Meeting

Wednesday, December 5, 2012

Meeting was called to order at 4 p.m. by chair Tim Kennedy. Members present were Tim Kennedy, Ed Bolstad, Hal Greenwood, and Dave Beckwith. (One open seat). Others present were Mike Roth and Tina Hanson.

The agenda was adopted by general consensus.

**Motion by Greenwood, seconded by Bolstad to approve the minutes of September 5, 2012. Ayes all.**

No old business.

New business was the Jeanne Hedstrom variance request for the building of an enclosed entryway on the front side of her house. Roth said the house already sits close to the setback area, as do most of the homes on that street. Most of the proposed enclosed entrance would be in the required setback. The request is not out of character with the surround homes. As this meeting is a public hearing, Roth reported he had received one letter in support and no other feedback. The board then had to consider the five points to grant the variance.

1. It is a residential home in a residential area trying to make practical use of the residence.
2. Granting the variance, it is still consistent with the comprehensive plan and the goals and policies for the district (to provide a healthy, safe and attractive residential environment; infill of existing residential areas should be encouraged before expansion of new residential areas).
3. The request is reasonable – it does not create any other issues or hazards for neighbors or others.
4. The plight of the landowner is not due to circumstances made by the owner; they did not build the house.
5. The request will not alter the essential character of the locality.

**Motion by Bolstad, seconded by Greenwood to approve the variance request. Ayes all.**

There being no other business, the meeting adjourned by consensus at 4:36 p.m.

Next meeting date was set for February 6, 2013.

## Upcoming Meeting Schedule

Updated February 8 2013

### FEBRUARY

Date/Time	Meeting	Location
Wednesday, February 13, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, February 27, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, February 28, 4:00 p.m.	Joint C/C/S/T	Courthouse

### MARCH

Date/Time	Meeting	Location
Wednesday, March 13, 4:30 p.m.	City Council Meeting	Council Chambers
Wednesday, March 27, 4:30 p.m.	City Council Meeting	Council Chambers