CITY OF HERMANTOWN

AGENDA

There will be no Pre-Agenda Meeting

City Council Meeting September 19, 2016 @ 6:30 p.m. – Council Chambers
City Administrative Services Building

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ANNOUNCEMENTS** *(Council Members may make announcements as needed)*

5. **PUBLIC HEARING** – *(only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.)*

   A. **Snowmobile & All-Terrain Vehicles Amendments**

   2016-55 An Ordinance Amending Chapter 8, By Amending Section 820 – Regulation Of Snowmobiles And All-Terrain Vehicles

   First Reading

6. **COMMUNICATIONS**

   2016-199 Cole Landgraf, Minnesota Pollution Control Agency
   TO: Mayor Boucher
   RE: 4/21/16 Notice of Violation/Completion of Corrective Action

7. **PRESENTATIONS** *(Department Heads may give reports if necessary)*

   John Mulder, City Administrator
   RE: 2017 Proposed Budget and Tax Levy

8. **PUBLIC DISCUSSION** *(This is the time for individuals to address the Council about any item.) The time limit is three minutes per person.)*

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

9. CONSENT AGENDA *(All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.)*

A. Minutes – Approval or correction of the August 15, 2016 City Council Continuation Minutes

B. Accounts Payable – Approve general city warrants from August 16, 2016 through August 31, 2016 in the amount of $905,331.10 and general city warrants from September 1, 2016 through September 15, 2016 in the amount of $278,965.45

C. Motions

a. Appointment of Michael Boese to the Board of Appeals & Adjustment to December 31, 2016

b. Appointment of Doug Kerfeld to the Utility Commission through December 31, 2018

D. Resolutions

2016-105 Resolution Approving Pay Request Number 4 And Minor Work Order Number 2 For Street Improvement District No. 524-N S.A.P. 202-203-009 Stebner Road To Ulland Brothers, Inc. In The Amount Of $647,029.57

2016-113 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver The Master Subscriber Agreement For Minnesota Court Data Services And Request Form For Court Integration Services

(motion, roll call)

10. MOTIONS

11. ORDINANCES

A. 2016-54 An Ordinance Amending Section 730 – Firearms And Other Dangerous Weapons Of The Hermantown City Code

First Reading

B. 2016-56 An Ordinance Amending Hermantown Zoning Regulations Chapter 10, Land Splits And Platting

First Reading

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C. **2016-57** An Ordinance Amending Hermantown Zoning Regulations Chapter 2, Definitions

First Reading

12. **RESOLUTIONS** *(Roll call will be taken only on items required by law and items requiring 4/5's votes, all others can be done by voice vote)*

A. **2016-106** Resolution Receiving Quotations And Awarding Contract For Garage Building To

(motion, roll call)

B. **2016-107** Resolution Receiving Quotations And Awarding Contract For Fascia And Soffits To

(motion, roll call)

C. **2016-108** Resolution Approving The City Of Hermantown Minnesota Government Data Practices Act Police Department Procedures

(motion, roll call)

D. **2016-109** Resolution Approving State Of Minnesota Joint Powers Agreements With The City Of Hermantown On Behalf Of Its City Attorney And Police Department

(motion, roll call)

E. **2016-110** Resolution To Adopt The Proposed Property Tax And Proposed Budget For Taxes Payable 2017 And Scheduling The Truth In Taxation Hearing

(motion, roll call)

F. **2016-111** Resolution Approving An Amendment To A Planned Unit Development ("PUD") Of Heartwoods Addition And Imposing Conditions On The Approval Of The PUD Amendment

(motion, roll call)

G. **2016-112** Resolution Revising Resolution 2016-87 Approving The Transfer Of $41,944.23 From The General Fund (Fund 101) To The Police Program Fund (Fund 251)

(motion, roll call)

H. **2016-114** Resolution Supporting The Use Of The Hermantown Sales Tax For A Regional, Multiuse Health And Wellness Center

(motion, roll call)

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

I. **2016-115** Resolution Authorizing The City Of Hermantown To Sponsor A Grant Funding Request Associated With The Munger Trail Spur Route Plan

(motion, roll call)

J. **2016-116** Resolution Terminating Purchasing Card Policy And Adopting Credit Card Use Policy

(motion, roll call)

K. **2016-117** Resolution Approving The Proposed Amendments To The Bylaws Of The Hermantown Volunteer Fire Department Relief Association, Inc.

(motion, roll call)

13. RECESS

This agenda has been prepared to provide information regarding an upcoming meeting of the Hermantown City Council. This document does not claim to be complete and is subject to change at any time.

PUBLIC HEARING NOTICE ON
AMENDMENT TO SECTION 820 OF THE
HERMANTOWN CITY CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of Hermantown, Minnesota will meet at 6:30 p.m. (or as soon thereafter as the hearing may be called to order) on September 19, 2016 at City Hall, 5105 Maple Grove Road, Hermantown, Minnesota to conduct a hearing regarding Amendment to Chapter 8, regulation of snowmobiles and all-terrain vehicles removing the requirement for a City issued permit under the current Section 820 of the Hermantown City Code.

Such persons as desire to be heard with reference to the proposed changes will be heard at this meeting. Written or oral comments will be considered by the City Council.

Authorized by the City Council.

Deborah Lund, Clerk
City of Hermantown

TO: Mayor & City Council

FROM: Steven C. Overom, City Attorney

The City of Hermantown MINNESOTA

DATE: September 8, 2016 **Meeting Date:** **09/19/2016**

SUBJECT: **An Ordinance Amending Section 820 of the Hermantown City Code** **Agenda Item: 5-A** **Ordinance No. 2016-55**

REQUESTED ACTION

To approve an Ordinance amending Section 820 – Regulation of Snowmobiles and All-Terrain Vehicles of the Hermantown City Code.

BACKGROUND

Pursuant to Minnesota Statutes § 84.928, subdivisions 1(a) and 1(k), a city may by ordinance allow a person to operate an ATV on a public road or street under its jurisdiction to access businesses and residences and to make trail connections. Previously, a permit was required to be issued by the City in order to allow operation on City roads and streets. City officials desire to remove the requirement for a City issued permit under the current Section 820 of the Hermantown City Code.

St. Louis County has also recently adopted St. Louis County Ordinance Number 64, the Management and Permitting of All-Terrain Vehicles within the Public Right-of-Way of Roads under the County's Jurisdiction, which authorizes the County to issue a permit to a City for all-terrain vehicle ("ATV") operation on county roads within a city. City officials desire to work with the County to obtain a permit and to provide for uniform regulation on City and County roads within Hermantown.

SOURCE OF FUNDS (if applicable)

Not applicable.

ATTACHMENTS

Ordinance Amending Section 820 – Regulation of Snowmobiles and All-Terrain Vehicles of the Hermantown City Code

Ordinance No. 2016-55

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING CHAPTER 8, BY AMENDING SECTION 820 – REGULATION OF SNOWMOBILES AND ALL-TERRAIN VEHICLES

Section 1. Purpose and Intent. The purpose and intent of this Ordinance is to ensure public safety by regulating snowmobile and all-terrain vehicle operations under the City of Hermantown Code of City Ordinances.

Section 2. Amendment to Section 820. Section 820 - Regulation of Snowmobiles and All-Terrain Vehicles is hereby amended and restated in its entirety to read as shown on Exhibit A attached hereto.

Section 3. Amendment to be Inserted in Code. After the amendment made by this ordinance becomes effective, it shall be inserted in the appropriate place in the Hermantown City Code.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

_____
Mayor

Attest:

_____
City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

SECTION 820 – REGULATION OF SNOWMOBILES AND ALL-TERRAIN VEHICLES.

820.01 Intent. It is the intent of this chapter to supplement Minnesota Statutes Chapters 84 and 169, as they may be amended from time to time, with respect to the operation of snowmobiles and all-terrain vehicles. This section is not intended to allow what Minnesota State Statutes prohibit, nor to prohibit what the Minnesota State Statutes allow.

820.02 Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

820.02.1. "All-terrain vehicle" or ("ATV") – shall have the meaning as defined in Minnesota Statutes Section 84.92, subd. 8, as it may be amended from time to time.

820.02.2. "Class 1 ATV" shall have the meaning as defined in Minnesota Statutes Section 84.92, subd. 9, as it may be amended from time to time.

820.02.3. "Class 2 ATV" shall have the meaning as defined in Minnesota Statutes Section 84.92, subd 10, as it may be amended from time to time.

820.02.4. "City of Hermantown Snowmobile and ATV Map" shall mean the map created by the City indicating the streets, roads, highways and other areas within the City in which Snowmobile and ATV operation is authorized, which shall be kept on file at the Hermantown Police Department and furnished upon request.

820.02.5. "Ditch" shall mean a narrow channel dug in the ground, typically used for drainage alongside a road.

820.02.6. "Operate" shall mean to ride in or on and control the operation of a Snowmobile or ATV.

820.02.7. "Operator" shall mean every person who operates or is in actual physical control of a Snowmobile or ATV.

820.02.8. "Owner" shall mean a person, other than a lien holder having the property in or title to a Snowmobile or ATV or entitled to the use or possession thereof.

820.02.9. "Right-of-way" shall mean the entire strip of land traversed by a street or highway in which the public owns the fee or an easement for roadway purposes.

820.02.10. "Road" or "Roadway" shall mean that portion of a highway or street improved, designed or ordinarily used for vehicular travel, including the shoulder.

820.02.11. "Snowmobile" shall have the meaning as defined in Minnesota Statutes Section 84.791, as it may be amended from time to time.

820.02.12. "Street" or "Highway" shall mean the entire width between the boundary lines of any way or place open to the use of the public, as a matter of right, for the purposes of vehicular traffic.

820.03 State Statutes Adopted. Minnesota Statutes Sections 84.81 to 84.915, Snowmobiles, and Minnesota Statutes Section 84.92 to 84.928, All-Terrain Vehicles, and Minnesota Statutes Chapter 169, Traffic Regulations, as they may be amended from time to time, are hereby adopted by reference and are as much a part of this Section as if fully set forth herein.

820.04 Application of Traffic Ordinances. City traffic ordinances shall apply to the operation of Snowmobiles and ATV's on streets or highways except those which by their nature have no application.

820.05 Snowmobile Operation. A Snowmobile may be operated upon the roadway, shoulder, inside bank or slope of those City streets, County Roads, and State Highways as designated on the City of Hermantown Snowmobile and ATV Map provided that operation occurs on the farthest right hand side of the street, road, or highway and whenever possible, and legal to do, the operation occurs within the ditch and always one way in the direction of traffic.

820.06 Snowmobile Restrictions. It shall be unlawful to operate a Snowmobile:

820.06.1. On a public sidewalk provided for pedestrian travel;

820.06.2. On boulevards within any public right of way;

820.06.3. On private property of another, except as permission is expressly obtained by the owner or person in control of such private property;

820.06.4. On school grounds, except as permission is expressly obtained from responsible school authorities;

820.06.5. On public property, playgrounds and recreation areas, except as allowed by the City and indicated on the City of Hermantown Snowmobile and ATV Map;

820.06.6. At a rate of speed exceeding 30 miles per hour on any roadway, or at a rate of speed greater than the posted speed limit on any trail, and in no event at a rate of speed greater than reasonable or proper under the surrounding circumstances;

820.06.7. In a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto; and

820.06.8. In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys, or interferes with the peace and quiet of the public.

820.07 ATV Operation. In order to access businesses and residences and to make trail connections, an ATV may be operated upon the roadway of those City streets, County Roads, and State Highways as designated on the City of Hermantown Snowmobile and ATV Map, provided that operation occurs on the farthest right hand shoulder or the extreme right hand side of the street, road, or highway and always one way in the direction of traffic.

820.08ATV Restrictions. It shall be unlawful to operate an ATV:

820.08.1. On a public sidewalk provided for pedestrian travel;

820.08.2 On boulevards within any public right of way;

820.08.3 On or in a ditch;

820.08.4 On private property of another without specific permission of the owner or person in control of such property;

820.08.5 On any school grounds, except as permission is expressly obtained from responsible school authorities;

820.08.6 On public property, playgrounds and recreation areas, except as allowed by the City and indicated on the City of Hermantown Snowmobile and ATV Map;

820.08.7. At a rate of speed greater than reasonable or proper under the surrounding circumstances;

820.08.8. In a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto; and

820.08.9. In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys, or interferes with the peace and quiet of the public.

820.09. Equipment. It is unlawful for any person to operate a Snowmobile or ATV within the limits of the City unless it is equipped with the following:

820.10.1. A muffler that is in good working order and that does not produce sharp popping or cracking sounds or excessive or unusual noise. In no event, shall a muffler be altered in any way to produce a noise that is louder than the original manufacturer equipment or by means of a cutout, bypass straight pipe or similar device;

820.10.2. Brakes adequate to control the movement of and to stop and hold the Snowmobile or ATV under any condition of operation;

820.10.3. A safety throttle in operating condition and

820.10.4. Reflective material at least 16 square inches on each side so as to reflect lights at a 90 degree angle.

820.11 Stopping and Yielding. No Snowmobile or ATV shall enter any uncontrolled intersection without making a complete stop. The operator shall then yield the right-of-way to any vehicles or pedestrians at the intersection or so close to the intersection as to constitute an immediate hazard.

820.12 Violation. A person convicted of a violation of this Section is guilty of a misdemeanor ordinance violation.

DATE: **2016**

TO: CITY COUNCIL MEMBERS

FROM: JOHN MULDER, CITY ADMINISTRATOR

RE: CORRESPONDENCE

Enclosed in your packet is a correspondence summary log. This log briefly summarizes and assigns a log number for written correspondence received at City Hall. You are provided with the summary so that you may request a full copy of any correspondence article of interest to you. Debbie and I have copied only the correspondence that we believe to be of special interest.

John Mulder

CORRESPONDENCE

DATE	LOG #	FROM	TO	REGARDING	FILED
7/27/2016	16-179	Ryan Kern, President Duluth Airshow	Mayor Wayne Boucher	2016 Duluth Air and Aviation Expo	7/15/2016
7/27/2016	16-180	Travelers	John Mulder, City Administrator	New Carrier for Work Comp & other Liability Coverages	7/25/2016
7/29/2016	16-181	Lara Nygaard, Maki & Overom	Applied Professional Services	Hermantown General Store Canopy	7/25/2016
7/29/2016	16-182	Mary Anderson, Land Use Manager, St. Louis County	St. Louis County Cities	Planning Commission Hearing	7/25/2016
8/1/2016	16-183	Laura Bennett, Fryberger, Buchanan, Smith & Frederick	Debbie Lund, City Clerk	General Obligation Refudning Bonds	7/27/2016
8/2/2016	16-184	CW Technology	City of Hermantown	Mail Filter User List 7/2016	8/1/2016
8/2/2016	16-185	Mediacom	City of Hermantown	Rental Pricing Effective 9/1/2016	8/1/2016
8/2/2016	16-186	Steve Overom, Maki & Overom	Robert Kanuit	Jackson Estates Fourth Addition	8/1/2016
8/3/2016	16-187	Steven Overom, Maki & Overom	Debbie Lund, City Clerk	Jackson Estates Fourth Addition	8/1/2016
8/3/2016	16-188	Mary Zanoni, Arrowhead Regional Development Commission	County Auditors & City Clerks	2017 Tax Levy	7/25/2016
8/9/2016	16-189	Michael Hulett, Greater MN Regional Parks & Trails Commission	Eric Johnson, Community Development Director	16-105D Proctor Hermantown Munger Trail Spur	8/2/2016
8/10/2016	16-190	Eric Johnson, Community Development Director	Planning & Zoning Commission	PUD Amendment for Heartwood Addition	8/10/2016
8/10/2016	16-191	Josh Bergstad, City Planner	Planning & Zoning Commission	Amendments to Hermantown Zoning Ordinance Chapter 10	8/10/2016
8/15/2016	16-192	Brandon Kohlts, Senior Planner, WLLSSD	John Mulder, City Administrator	Draft Inflow and Infiltration Ordinance Revisions	8/2/2016

CORRESPONDENCE

DATE	LOG #	FROM	TO	REGARDING	FILED
8/16/2016	16-193	Steve Overom, Maki & Overom	Melanie Mesko Lee, Chair, Improving Local Economies Committee, League of Minnesota Cities	Airport Zoning	8/5/2016
8/16/2016	16-194	Cathy Remington, Dirctor of Finance, WLSSD	John Mulder, City Administrator	WLSSD 2017 Budget	8/4/2016
8/16/2016	16-195	Kerry Juntunen, Superintendent, Hermantown Community Schools	John Mulder, City Administrator	Tennis Court Repair	8/3/2016
8/16/2016	16-196	Robert Kanuit, Fryberger, Buchanan, Smith & Frederick	Steve Overom, Maki & Overom	Jackson Estates 4th Addition	8/12/2016
8/22/2016	16-197	Marianne Bohren, Exec. Dir., WLSSD	MN Pollution Control Agency	Distric's Wastewater Treatement Plant Report - July 2016	8/16/2016
8/22/2016	16-198	Jim Knapp	Mayor Wayne Boucher	ADA Requirements for Sidewalks in Public ROW	8/5/2016
8/24/2016	16-199	Cole Landgraf, Minnesota Pollution Control Agency	Mayor Wayne Boucher	4/21/16 Notice of Violation - Completion of Corrective Action	8/22/2016
8/24/2016	16-200	Eric Johnson, Community Development Director	Planning & Zoning Commission	Heartwood Lane 16-19, PUD	8/16/2016
8/24/2016	16-201	Josh Bergstad, Planner	Planning & Zoning Commission	16-20, ZT Land Splits and Platting	8/16/2016
8/29/2016	16-202	Jim Rich, Building Official	Todd Buss, Kar Kare	WLSSD FOG Program	8/25/2016
8/30/2016	16-203	Jim Rich, Building Official	Bryant & Michelle Annala	Chimney Flashing	8/29/2016
8/31/2016	16-204	Jim Rich, Building Official	Zierden Bldg	Chimney Flashing	8/29/2016
9/9/2016	16-205	Jean C. McDonald	John Mulder, City Administrator	Tree Removal Parcel No 18 in 1991 Ugstad Rd Reconstruction Project	9/8/2016

16-199

Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300
800-657-3864 | Use your preferred relay service | Info.pca@state.mn.us | Equal Opportunity Employer

Cvd 8/23/16

August 22, 2016

The Honorable Wayne Boucher, Mayor
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811

RE: April 26, 2016 Notice of Violation - Completion of Corrective Action

Dear Mayor Boucher:

This letter acknowledges that the City of Hermantown (Regulated Party) has completed the corrective action described in the Minnesota Pollution Control Agency's (MPCA) April 26, 2016, Notice of Violation (NOV).

On August 19, 2016, the Regulated Party submitted a response to the NOV. Based upon this information, the MPCA staff has determined that the corrective action contained in the NOV has been completed.

Please note, that the NOV and the Regulated Party's response will remain on record at the MPCA and your response does not preclude the MPCA from taking further action with respect to the violation(s) listed in the NOV.

If you have any questions, please contact Cole Landgraf at 651-757-2880 or cole.landgraf@state.mn.us.

Thank you for your attention to this matter and your cooperation in fulfillment of the requirements.

Sincerely,

Cole Landgraf

This document has been electronically signed.

Cole Landgraf
Environmental Specialist 2
Stormwater Section
Municipal Division

CL:lm

cc: John Mulder, City of Hermantown
Jean Coleman, Attorney, MPCA
Duane Duncanson, MPCA
Brian Green, MPCA
Deb Klooz, MPCA
Activity ID NON20160001 @ AI ID 13296

CITY OF HERMANTOWN
CITY COUNCIL CONTINUATION MEETING
August 15, 2016
6:30 p.m.

Pledge of Allegiance

ROLL CALL: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher; John Mulder, City Administrator; Debbie Lund, City Clerk; Kevin Orme, Finance Director; Eric Johnson, Community Development Director; Steve Overom, City Attorney

VISITORS: 8

ANNOUNCEMENTS

Mayor Boucher announced three employees for employee recognition: Aron Bjonskaas – 5 years of service to the City in the Street Department; Jim Crace – 5 years of service as Chief of Police and Lisa Perich has completed 10 years as a police officer and is currently our school liaison office and DARE instructor.

COMMUNICATIONS

Communications 2016-181 through and including 2016-189 were read and placed on file.

Communication 2016-189 from Michael Hulett, Greater Minnesota Regional Parks & Trails Commission to Eric Johnson, Community Development Director regarding designating the Munger Trail Spur as one of the projects that met their master planning and is on their list of projects.

PUBLIC DISCUSSION

Nathan Madill, 4819 Oakridge Drive – We are asking that you table the vote on the gate issue at Stebner Park Soccer Fields until a later time when City Council Members and/or Mayor can hear our concerns. I do realize that it is something that both the City and the Soccer organization need to be in agreement on before anything is decided.

Barb Harris, 4017 Stebner Road – I am also speaking with respect to the gates at the soccer field. First of all I do want to thank you for tabling this issue last month to give us more time. One of things that we asked for was a chance to present other ideas for how we could open that access up. We would like to see the soccer field at Fichtner opened up, right now it is completely gated and hard to access and you know we feel our current fields are overused. We would like to have a specific definition of what success is before any Stebner Park gates are opened. A pedestrian gate is amendable to us if you added additional gravel parking outside of the current gate. We are very in favor of the Munger Trail system going through Stebner Park. Thank you for your time and I hope you will table this until we come to a better agreement.

CONSENT AGENDA

Motion made by Councilor Peterson, seconded by Councilor Koski to approve the Consent Agenda which has the following items:

A. August 1, 2016 City Council Minutes
August 9, 2016 Primary Election Canvass

B. Approve general city warrants for August 1, 2016 through August 15, 2016 in the amount of $704,848.55

C. Resolution 2016-100 - Approve Pay Request Number 3 for Street Improvement District No. 524-N Stebner Road to Ulland Brothers, Inc. in the amount of $385,992.43

Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

ORDINANCES

2016-52 An Ordinance Opting-Out Of The Requirements Of Minnesota Statutes Section 462.3593

The Second Reading was held on Ordinance 2016-52, An Ordinance Opting-Out Of The Requirements Of Minnesota Statutes Section 462.3593.

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Ordinance 2016-52, An Ordinance Opting-Out Of The Requirements Of Minnesota Statutes Section 462.3593. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2016-53 An Ordinance Amending Hermantown Zoning Ordinance Section 525 – C-1 Office/Light Industrial And C-1A Office/Light Industrial/Adult Uses

The Second Reading was held on Ordinance 2016-53, An Ordinance Amending Hermantown Zoning Ordinance Section 525 – C-1 Office/Light Industrial And C-1A Office/Light Industrial/Adult Uses.

Motion made by Councilor Geissler, seconded by Councilor Nelson to adopt Ordinance 2016-53, An Ordinance Amending Hermantown Zoning Ordinance Section 525 – C-1 Office/Light Industrial And C-1A Office/Light Industrial/Adult Uses. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

RESOLUTIONS

2016-89 Resolution Approving The Re-Location Of The Gate At Stebner Park

Motion made by Councilor Peterson, seconded by Councilor Nelson to table Resolution 2016-89, Resolution Approving The Re-Location Of The Gate At Stebner Park to November 7, 2016. Motion carried.

Motion made by Councilor Geissler, seconded by Councilor Koski to suspend the rules for discussion. Motion carried.

Councilor Peterson would like to make sure that the Soccer Association representatives are at the meetings, City Administrator, Community Development Director and a Councilor or Mayor present for the those meetings.

Mayor Boucher stated I think we need to back up and define the problem and come up with a shared meaning of what we are working toward. There are details of the past and some misunderstandings. If we can sit down and define what we are trying to do and the city and soccer can both agree on that definition, I think we can move forward and get it done.

Motion made by Councilor Koski, seconded by Councilor Geissler to reinstate the rules. Motion carried.

2016-101 Resolution Receiving Quotations And Awarding Contract For Reinke Road Culvert Replacement

Motion made by Councilor Nelson, seconded by Councilor Geissler to adopt Resolution 2016-101, Resolution Receiving Quotations And Awarding Contract For Reinke Road Culvert Replacement. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2016-102 Resolution Receiving Quotations And Awarding Contract For Sealcoating And Striping At Hermantown Government Services Building To Sinnot Blacktopping, LLC In The Amount Of $15,425

Motion made by Councilor Koski, seconded by Councilor Peterson to adopt Resolution 2016-102, Resolution Receiving Quotations And Awarding Contract For Sealcoating And Striping At Hermantown Government Services Building To Sinnot Blacktopping, LLC In The Amount Of $15,425. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2016-103 Resolution Providing For The Sale Of $5,540,000 General Obligation Capital Improvement Plan Bonds, Series 2016B

Motion made by Councilor Nelson, seconded by Councilor Peterson to adopt Resolution 2016-103, Resolution Providing For The Sale Of $5,540,000 General Obligation Capital Improvement Plan Bonds, Series 2016B. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

2016-104 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Acceptance Of A Temporary Easement With JLG Enterprisers Of Hermantown, LLP

Motion made by Councilor Peterson, seconded by Councilor Koski to adopt Resolution 2016-104, Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Acceptance Of A Temporary Easement With JLG Enterprises Of Hermantown, LLP. Roll Call: Councilors Geissler, Koski, Nelson, Peterson, Mayor Boucher, aye. Motion carried.

Mayor Boucher thanked Xavior Witikko for running the video equipment.

Motion made by Councilor Peterson, seconded by Councilor Geissler to recess meeting at 6:59 p.m. Motion carried.

Mayor

ATTEST:

Clerk

CITY OF HERMANTOWN

CHECKS #54151 - 54285
08/16/2016 - 08/31/2016

PAYROLL CHECKS	
Electronic Checks - #77586 - 77626	57,498.13
Electronic Checks - #77576 - 77580	2,980.98
LIABILITY CHECKS	
Printed Checks - #54227 - 54235	52,705.73
Printed Checks - #54285	789.49
Electronic Checks - #77581 - 77585	44,969.39
Electronic Checks - #77573 - 77575	503.18
PAYROLL EXPENSE TOTAL	**$159,446.90**

ACCOUNTS PAYABLE	
Checks #54151 - 54226	71,471.97
Checks #54236 - 54284	674,412.23
ACCOUNTS PAYABLE TOTAL	**$745,884.20**
TOTAL	**$905,331.10**

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	396-PRAXAIR DISTRIBUTION INC	Saf. Env. Fee	9.95	54151
101	431100	Street Department	396-PRAXAIR DISTRIBUTION INC	Cylinder Rental	13.20	54151
101	414100	Elections	AANONSEN, ROGER	Election Judge (Primary)	90.00	54152
101	421100	Police Administration	ALICE TRAINING INSTITUTE	Training/Esterbrooks	250.00	54153
101	421100	Police Administration	ALICE TRAINING INSTITUTE	Training/Andrews, Pat (School)	250.00	54153
101	414100	Elections	ALLISON, BEVERLY	Election Judge (Primary)	162.50	54154
101	431100	Street Department	AMERIPRIDE LINEN & APPAREL INC	Coveralls	14.34	54155
601	494300	Water Distribution	AMERIPRIDE LINEN & APPAREL INC	Coveralls	9.56	54155
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (Pub. Saf.)	93.43	54155
602	494500	Sewer Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	7.19	54155
101	431901	City Garage	AMERIPRIDE LINEN & APPAREL INC	Supplies	127.41	54155
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (CH)	37.58	54155
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	2.40	54155
602	494500	Sewer Maintenance	BRENT'S SEPTIC SERVICE LLC	Pump Lift Station/Ugstad Rd.	600.00	54156
101	414100	Elections	CHAPINSKI, MARIE	Election Judge (Primary)	87.50	54157
101	419901	City Hall & Police Building Maintenance	CW TECHNOLOGY GROUP INC	Neil's Computer	639.53	54158
101	431100	Street Department	DENNY'S LAWN & GARDEN	Chain Saw Repair	13.14	54159
101	414100	Elections	DONALDSON, BEVERLY	Election Judge (Primary)	170.00	54160
101	414100	Elections	DONALDSON, THOMAS	Election Judge (Primary)	125.00	54161
461	465100	HEDA	EHLERS & ASSOCIATES INC	TIF Reporting (Fleet Farm)	215.00	54162
101	414100	Elections	EROLA, SHARON	Election Judge (Primary)	200.00	54163
101	419901	City Hall & Police Building Maintenance	ESC SYSTEMS	Security/Alarm Panel	115.00	54164
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrant Parts	1,063.04	54165
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Extension Kit Hydrant	2,917.89	54165
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Extension Kit Hydrant	1,046.85	54165
101	414100	Elections	FREY, BONNIE	Election Judge (Primary)	100.00	54166
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	July Locate Requests	226.62	54167
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	July Locate Requests	151.08	54167
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Vehicle Maintenance	26.77	54168
101	414100	Elections	HANE, JUDITH	Election Judge (Primary)	190.00	54169
101	414100	Elections	HARRISS, DONALD	Election Judge (Primary)	90.00	54170
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Recycling/Garbage Disp.	286.90	54171
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal	164.26	54171
601	494300	Water Distribution	HD SUPPLY WATERWORKS LTD	Perl Water Meter/Irrigation Sy	1,155.37	54172
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Vehicle Maintenance	37.90	54173
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Vehicle Maintenance	309.58	54173

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	HERMANTOWN STAR LLC	PZ Public Hearing	45.38	54174
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ord. 2016-50	148.50	54174
101	414100	Elections	HERMANTOWN STAR LLC	Accuracy Test/Election	20.63	54174
101	414100	Elections	HERMANTOWN STAR LLC	Absentee Voting	16.50	54174
101	452100	Parks	HUNT ELECTRIC CORPORATION	Lights/Stebner Soccer Complex	796.28	54175
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	614.18	54176
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	310.22	54176
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	454.49	54176
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	117.49	54176
101	414100	Elections	JENNISCH, SANDRA	Election Judge (Primary)	162.50	54177
101	414100	Elections	JOHNSON, JOANNE	Election Judge (Primary)	100.00	54178
101	422100	Fire Administration	LEAGUE OF MN CITIES INSURANCE TRUST	WorkersComp/HVFD/7-1-16-7-1-17	14,296.00	54179
101	414100	Elections	LUND JR, ROBERT	Election Judge (Primary)	182.50	54180
101	414100	Elections	LUND SR, ROBERT	Election Judge (Primary)	100.00	54181
101	414100	Elections	MARQUARD, DAVID	Election Judge (Primary)	87.50	54182
101	415300	Administration & Finance	MCFOA REGION II	Training/Lund	20.00	54183
101	422902	Firehall #2 Morris Thomas Road	MEDIACOM	Internet/FH#2	76.26	54184
101	419901	City Hall & Police Building Maintenance	MENARD INC	Wastebasket/Battiers/Cleaner	32.06	54185
101	431100	Street Department	MENARD INC	Boards for Equip. Deck	33.34	54185
601	494300	Water Distribution	MENARD INC	Tools/Water Breaks	8.51	54185
601	494300	Water Distribution	MENARD INC	Outfit Glen's Truck	10.03	54185
602	494500	Sewer Maintenance	MENARD INC	Outfit Glen's Truck	10.03	54185
602	494500	Sewer Maintenance	MENARD INC	Outfit Glen's Truck	94.33	54185
601	494300	Water Distribution	MENARD INC	Lights/Water Tower	21.63	54185
101	419901	City Hall & Police Building Maintenance	MENARD INC	Hoses	7.74	54185
601	494300	Water Distribution	MENARD INC	Outfit Glen's Truck	94.34	54185
101	414100	Elections	MERRIER, PATRICIA	Election Judge (Primary)	100.00	54186
602	494500	Sewer Maintenance	MIDWAY SEWER SERVICE	Pump Lift Station/Ugstad Rd.	300.00	54187
601	494300	Water Distribution	MIKE'S SIGNS	Lettering/Glen's Truck	150.00	54188
602	494500	Sewer Maintenance	MIKE'S SIGNS	Lettering/Glen's Truck	150.00	54188
101	414100	Elections	MISIAK, CAROL	Election Judge (Primary)	185.00	54189
101	421100	Police Administration	MN BUREAU CRIMINAL APREHENSION	Training/Crace	130.00	54190
101	421100	Police Administration	MN D.A.R.E. OFFICER'S ASSOCIATION	Training/Perich	150.00	54191
101	431901	City Garage	MN DEPT OF LABOR & INDUSTRY	Pressure Vessel/PW	10.00	54192
101	431901	City Garage	MN DEPT OF LABOR & INDUSTRY	Boiler/PW	10.00	54192
101	419901	City Hall & Police Building Maintenance	MN DEPT OF LABOR & INDUSTRY	Boiler/CH	40.00	54192

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422903	Firehall #3 Midway Road	MN DEPT OF LABOR & INDUSTRY	Pressure Vessel/FH#3	10.00	54192
101	422901	Firehall #1 Maple Grove Road	MN DEPT OF LABOR & INDUSTRY	Pressure Vessel/FH#1	10.00	54192
601	494300	Water Distribution	MN PIPE & EQUIPMENT INC	Megalugs for Watermain Repairs	179.18	54193
601	494300	Water Distribution	MN PIPE & EQUIPMENT INC	Megalugs for Watermain Repairs	179.18	54193
605	431160	Street Lighting	MN POWER	Overhead St. Lights	311.68	54194
602	494900	Sewer Administration and General	MN POWER	Sewer	491.46	54194
101	452200	Community Building	MN POWER	Comm. Bldg.	280.62	54194
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr.	134.31	54194
605	431160	Street Lighting	MN POWER	Street Lights	198.35	54194
101	431901	City Garage	MN POWER	5255 Maple Grove Rd.	13.20	54194
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Morris Thomas/Stebner	121.89	54194
601	494400	Water Administration and General	MN POWER	Water	118.84	54194
101	452100	Parks	MN POWER	Little Leagues	19.41	54194
101	452100	Parks	MN POWER	Parks	646.80	54194
101	431901	City Garage	MN POWER	4971 Lightning Dr.	223.85	54194
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,711.50	54194
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,733.58	54194
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr.	89.55	54194
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 Midway/Rose	96.94	54194
605	431160	Street Lighting	MN POWER	Street Lights	350.17	54194
605	431160	Street Lighting	MN POWER	Street Lights	103.20	54194
605	431160	Street Lighting	MN POWER	Traffic Lights	672.09	54194
605	431160	Street Lighting	MN POWER	Street Lights	484.63	54194
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Aug. Internet	524.16	54195
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Aug. Internet	131.04	54195
101	414100	Elections	MONSON, SAUNDRA	Election Judge (Primary)	200.00	54196
101	431100	Street Department	NAPA AUTO PARTS	Spark Plug for Chain Saw	25.47	54197
101	431100	Street Department	NAPA AUTO PARTS	AC Charge	47.88	54197
601	494300	Water Distribution	NAPA AUTO PARTS	Tools	102.10	54197
101	431100	Street Department	NAPA AUTO PARTS	Core Deposit (Credit)	-32.10	54197
101	431100	Street Department	NAPA AUTO PARTS	Log Books	10.76	54197
101	431100	Street Department	NAPA AUTO PARTS	Mudflaps/H3	55.47	54197
101	431100	Street Department	NAPA AUTO PARTS	Antifreeze	28.98	54197
101	431100	Street Department	NAPA AUTO PARTS	Ball (Credit)	-11.88	54197
101	431100	Street Department	NAPA AUTO PARTS	Ball/Hitch	67.86	54197
101	421100	Police Administration	NORTHERN BUSINESS PRODUCTS	Tape/Folders/Pens	41.74	54198

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Angle Grinder	89.99	54199
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts	164.55	54199
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts	170.00	54199
101	431100	Street Department	NORTRAX EQUIPMENT	Oil/310 Trans.	109.22	54200
101	414100	Elections	PAGE, GARY	Election Judge (Primary)	87.50	54201
101	415300	Administration & Finance	PRO PRINT INC	Envelopes	147.47	54202
101	419901	City Hall & Police Building Maintenance	PROCTOR CANVAS PRODUCTS	Repair Flag	15.00	54203
101	414100	Elections	SABYAN, YVONNE	Election Judge (Primary)	100.00	54204
601	494300	Water Distribution	SATHERS, LLC	Sand for Hydrants/Ticket 18624	112.50	54205
601	494300	Water Distribution	SATHERS, LLC	Sand for Hydrants/Ticket 18641	393.75	54205
601	494400	Water Administration and General	SELECT ACCOUNT	Aug. Select Acct Fees	1.56	54206
101	419100	Community Development	SELECT ACCOUNT	Aug. Select Acct Fees	3.91	54206
101	415300	Administration & Finance	SELECT ACCOUNT	Aug. Select Acct Fees	8.13	54206
101	421100	Police Administration	SELECT ACCOUNT	Aug. Select Acct Fees	22.28	54206
101	431100	Street Department	SELECT ACCOUNT	Aug. Select Acct Fees	4.51	54206
602	494900	Sewer Administration and General	SELECT ACCOUNT	Aug. Select Acct Fees	2.35	54206
101	419901	City Hall & Police Building Maintenance	SELECT ACCOUNT	Aug. Select Acct Fees	2.11	54206
101	414100	Elections	SHANNON, ELIZABETH	Election Judge (Primary)	182.50	54207
101	414100	Elections	SHAW, GENE	Election Judge (Primary)	82.50	54208
101	421100	Police Administration	SHRED-N-GO INC	Shredding	94.20	54209
602	494500	Sewer Maintenance	SJE-RHOMBUS	Float Pak Controller	1,213.00	54210
602	494500	Sewer Maintenance	SJE-RHOMBUS	SCADA Monitoring Service	481.80	54210
601	494300	Water Distribution	SJE-RHOMBUS	SCADA Monitoring Service	722.70	54210
602	494900	Sewer Administration and General	ST LOUIS COUNTY RECORDERS OFFICE	Release Assmt/395-0060-00250	46.00	54211
101	421100	Police Administration	ST LUKES HOSPITAL	Blood Draws	56.84	54212
101	431100	Street Department	SUNBELT RENTALS, INC.	Chipper Rental	1,384.11	54213
101	414100	Elections	TANSKI, JOAN	Election Judge (Primary)	20.00	54214
101	452200	Community Building	TELCOLOGIX	Aug. Maint. Agmt	10.05	54215
101	431901	City Garage	TELCOLOGIX	Aug. Maint. Agmt	16.75	54215
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	Aug. Maint. Agmt	237.85	54215
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	Aug. Maint. Agmt	70.35	54215
101	452100	Parks	TRUGREEN	Fertilizer/Weed Cont/Ballfield	3,223.24	54216
101	419901	City Hall & Police Building Maintenance	TRUGREEN	Fertilizer/Weed Cont/Gov't Ser	414.99	54216
251	421100	Police Administration	USA TOWING & RECOVERY	DWI Forfeiture/05 Toyota	65.00	54217
101	421100	Police Administration	VERIZON WIRELESS	Aircards	308.03	54218
601	494300	Water Distribution	WATER TOWER CLEAN & COAT, INC.	Ext.Cleaning/Hwy53 Water Tower	4,800.00	54219

Fund	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	WELLS FARGO	Mileage	12.32	54220
602	494900	Sewer Administration and General	WELLS FARGO	Mileage	8.20	54220
101	415300	Administration & Finance	WELLS FARGO	Bakery/Food	49.95	54220
101	414100	Elections	WELLS FARGO	Election	69.82	54220
101	415300	Administration & Finance	WELLS FARGO	Mileage/Parking	56.35	54220
602	494500	Sewer Maintenance	WIIKWAIBAAN ININI INC	Field Labor/Ugstad #2	800.00	54221
260	456101	Cable	WITIKKO, NEIL	Cable TV Coordinator	625.00	54222
260	456101	Cable	WITIKKO, NEIL	DVD's for CC Mtgs	16.25	54222
605	431150	Street Improvements	ZIEGLER INC	Flail Mower Rental	7,270.00	54223
601	494400	Water Administration and General	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	279.00	54224
101	419100	Community Development	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	28.00	54224
101	415300	Administration & Finance	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	285.00	54224
101	413100	Mayor	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	1.00	54224
101	431901	City Garage	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	1,454.00	54224
101	421100	Police Administration	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	2,390.00	54224
101	452100	Parks	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	53.00	54224
602	494500	Sewer Maintenance	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	333.00	54224
101	411100	Council	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	3.00	54224
101	431100	Street Department	LEAGUE OF MN CITIES INSURANCE TRUST	Work Comp/7-1-16 - 7-21-16	122.00	54224
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins (Sharpe)	20.25	54225
101	134000	Retiree Insurance/Telephone Reimb.	MN LIFE	Life Ins (Tucker)	20.25	54225
101	134000	Retiree Insurance/Telephone Reimb.	NORTHEAST SERVICE COOPERATIVE	Hosp. (Inactives)	2,215.50	54226
101	431100	Street Department	KANSAS CITY LIFE INSURANCE	Premium Owed/Refunded in Error	19.50	54236
601	494300	Water Distribution	KANSAS CITY LIFE INSURANCE	Premium Owed/Refunded in Error	11.70	54236
602	494500	Sewer Maintenance	KANSAS CITY LIFE INSURANCE	Premium Owed/Refunded in Error	7.80	54236
101	419901	City Hall & Police Building Maintenance	ALLIED PRODUCTS CORPORATION	MN Flags	170.50	54237
101	431100	Street Department	AMERIPRIDE LINEN & APPAREL INC	Coveralls	14.34	54238
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (Pub. Saf.)	93.43	54238
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	2.40	54238
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (CH)	37.58	54238
602	494500	Sewer Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	7.19	54238
101	431901	City Garage	AMERIPRIDE LINEN & APPAREL INC	Supplies	143.35	54238
601	494300	Water Distribution	AMERIPRIDE LINEN & APPAREL INC	Coveralls	9.56	54238
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	July Boarding	780.00	54239
101	415300	Administration & Finance	AT&T MOBILITY	Cell Phones	76.75	54240
101	431100	Street Department	AT&T MOBILITY	Cell Phones	186.17	54240

Fund	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	AT&T MOBILITY	Cell Phones	106.26	54240
101	419100	Community Development	AT&T MOBILITY	Cell Phones	51.02	54240
602	494900	Sewer Administration and General	AT&T MOBILITY	Cell Phones	70.83	54240
101	421100	Police Administration	AT&T MOBILITY	Cell Phones (PD)	1,578.92	54240
402	431150	Street Improvements	BRAUN INTERTEC CORPORATION	Stebner Rd. Recon/MnDot Testin	2,958.75	54241
101	422903	Firehall #3 Midway Road	CENTURYLINK	Intenet/FH#3	79.82	54242
101	431100	Street Department	CRYSTEEL TRUCK EQUIPMENT	Outfit of 3/4 Ton Truck	11,861.01	54243
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	Aug. Answering	30.28	54244
601	494400	Water Administration and General	CUSTOMER ELATION INC	Aug. Answering	45.42	54244
602	494500	Sewer Maintenance	DIAMOND DRILLING	Saws	517.00	54245
101	431100	Street Department	DIAMOND DRILLING	Saws	517.00	54245
601	494300	Water Distribution	DIAMOND DRILLING	Saws	1,034.00	54245
601	494300	Water Distribution	DULUTH PUBLIC UTILITIES	Water Charges	63,395.81	54246
101	421100	Police Administration	ECONOMY GARAGES	Range Storage Shed	8,358.00	54247
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Hydrant Ext. Kit	798.69	54248
101	214000	Security Deposits Payable	GILBERT CONTRACTING	Driveway Refund/4193 Jackson	250.00	54249
101	214000	Security Deposits Payable	GILBERT CONTRACTING	Driveway Refund/4190 Jackson	250.00	54249
601	494300	Water Distribution	GOBEL AGGREGATE INC	3/4" Rock	198.00	54250
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Oil Change	38.67	54251
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Sharp	126.27	54252
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica	164.58	54252
101	214000	Security Deposits Payable	HARJU, LUCAS	Driveway Refund/4408 Sugar Map	250.00	54253
460	465100	HEDA	HERMANTOWN STAR LLC	TIF Notices	33.00	54254
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	CC Minutes/7-18-16	90.75	54254
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ord. 2016-51	49.50	54254
101	419100	Community Development	HERMANTOWN STAR LLC	Subscription Renewal	34.00	54254
101	421100	Police Administration	HOLIDAY COMPANIES	June Car Washes	100.00	54255
101	421100	Police Administration	HOLIDAY COMPANIES	July Car Washes	95.00	54255
601	494300	Water Distribution	HOLIDAY FLEET	Gasoline	285.09	54256
602	494500	Sewer Maintenance	HOLIDAY FLEET	Gasoline	190.06	54256
101	421100	Police Administration	HOLIDAY FLEET	Gasoline	2,608.73	54256
101	452100	Parks	HOLIDAY FLEET	Gasoline	104.90	54256
101	431100	Street Department	HOLIDAY FLEET	Gasoline	344.92	54256
101	419901	City Hall & Police Building Maintenance	HOLIDAY FLEET	Gasoline	86.32	54256
260	456101	Cable	HUNT ELECTRIC CORPORATION	AV Upgrades/Training Center	1,011.82	54257
101	322110	Zoning Fees	JOHNSON, BRAD	Land Alt. Permit Appl. Refund	200.00	54258

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	419100	Community Development	JOHNSON, ERIC	Cell Phone Stipend/Mar-Jun	100.00	54259
101	214000	Security Deposits Payable	KUKLIS, JIM	Driveway Refund/4918 Whitetail	250.00	54260
101	214000	Security Deposits Payable	KUKLIS, JIM	Driveway Refund/4328 Sugar Map	250.00	54260
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Telephone/FH#1	106.80	54261
101	431100	Street Department	MEDIACOM	Internet/4971 Lightning Dr.	24.52	54261
101	422901	Firehall #1 Maple Grove Road	MEDIACOM	Internet/FH#1	9.80	54261
101	431100	Street Department	MEDIACOM	Telephone/4971 Lightning Dr.	46.63	54261
601	494400	Water Administration and General	MEDIACOM	Internet/4971 Lightning Dr.	9.80	54261
601	494400	Water Administration and General	MEDIACOM	Telephone/4971 Lightning Dr.	19.70	54261
602	494900	Sewer Administration and General	MEDIACOM	Internet/4971 Lightning Dr.	14.70	54261
101	452200	Community Building	MEDIACOM	Telephone/5255 Maple Grove Rd.	99.00	54261
602	494900	Sewer Administration and General	MEDIACOM	Telephone/4971 Lightning Dr.	29.55	54261
101	452200	Community Building	MEDIACOM	Telephone/5255 Maple Grove Rd.	45.90	54261
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Internet/Govt' Serv.	39.20	54261
101	419901	City Hall & Police Building Maintenance	MEDIACOM	Telephone/Gov't Serv.	423.40	54261
101	431100	Street Department	MENARD INC	Repairs to Trailer	17.23	54262
101	431100	Street Department	MENARD INC	Mower Maint.	19.90	54262
101	431100	Street Department	MENARD INC	Tools/CB Repair on Arrowhead	38.42	54262
602	494500	Sewer Maintenance	MENARD INC	Cleaning Supplies	10.77	54262
101	421100	Police Administration	METRO SALES INC	Copier Lease	204.00	54263
601	220110	Water Test Fee Payable	MN DEPARTMENT OF HEALTH	Water Connection Fee/3rd Qtr	3,308.00	54264
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas/Street	21.79	54265
602	494900	Sewer Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	14.16	54265
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas/CH/PD	68.11	54265
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas	19.83	54265
101	419901	City Hall & Police Building Maintenance	MN ENERGY RESOURCES CORP	Natural Gas/CH/PD	255.25	54265
101	431901	City Garage	MN ENERGY RESOURCES CORP	Natural Gas/Street	6.24	54265
601	494400	Water Administration and General	MN ENERGY RESOURCES CORP	Natural Gas	22.66	54265
101	452200	Community Building	MN ENERGY RESOURCES CORP	Natural Gas/Comm. Bldg.	56.16	54265
101	422901	Firehall #1 Maple Grove Road	MN ENERGY RESOURCES CORP	Natural Gas/FH#1	311.96	54265
601	494300	Water Distribution	MN PIPE & EQUIPMENT INC	Valve Box Repair Parts	328.39	54266
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Washers/Drill Bits	30.80	54267
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts	92.97	54267
101	421100	Police Administration	ONSITE MEDICAL SERVICES, INC.	Hearing Tests	100.00	54268
101	415300	Administration & Finance	ORME, KEVIN	Cell Phone Stipend/Mar-Jun	100.00	54269
101	419901	City Hall & Police Building Maintenance	PHIL'S GARAGE DOOR SERVICE INC	Sally Port Repair	1,515.00	54270

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	415300	Administration & Finance	QBS SAFEGUARD	Envelopes	127.78	54271
101	421100	Police Administration	SAM'S CLUB DIRECT	Batteries/Cups (PD)	118.60	54272
101	421100	Police Administration	SAM'S CLUB DIRECT	Copy Paper (PD)	55.96	54272
101	419901	City Hall & Police Building Maintenance	SAM'S CLUB DIRECT	Copy Paper (CH)	111.92	54272
101	431100	Street Department	SAM'S CLUB DIRECT	Expo Set/Coffee (PW)	50.59	54272
101	419901	City Hall & Police Building Maintenance	SAM'S CLUB DIRECT	Env/Klx/Coffee/Plates	166.76	54272
101	415300	Administration & Finance	SAM'S CLUB DIRECT	Food/Empl. Apprec.	46.48	54272
230	465100	HEDA	SAS+ASSOCIATES	HM Sign	1,400.00	54273
601	494300	Water Distribution	SATHERS, LLC	Dump Fee	49.00	54274
601	494300	Water Distribution	SATHERS, LLC	Pit Run Sand/Ticket 18764	108.00	54274
601	494300	Water Distribution	SATHERS, LLC	Pit Run Sand/Ticket 18732	54.00	54274
601	494300	Water Distribution	SATHERS, LLC	Pit Run Sand/Ticket 18721	108.00	54274
402	431150	Street Improvements	SHORT ELLIOTT HENDRICKSON INC	Stebner Rd. Proj. 524	27,532.67	54275
601	494400	Water Administration and General	SHORT ELLIOTT HENDRICKSON INC	Verizon Tower Lease	325.98	54275
605	441100	Storm Water	SHORT ELLIOTT HENDRICKSON INC	Stormwater Utility	1,493.86	54275
101	431100	Street Department	TRAFFIC MARKING SERVICE INC	Centerline Striping	3,129.78	54276
101	431100	Street Department	TRAFFIC MARKING SERVICE INC	Edgeline Striping	2,677.62	54276
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	684.00	54277
101	411100	Council	TRAVELERS	Workers Comp/7-21-16-12-31-16	25.00	54277
101	419901	City Hall & Police Building Maintenance	TRAVELERS	Equipment/7-21-16 - 12-31-16	1,106.00	54277
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	20,052.00	54277
602	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	219.00	54277
101	421100	Police Administration	TRAVELERS	Workers Comp/7-21-16-12-31-16	9,927.00	54277
601	494300	Water Distribution	TRAVELERS	Equipment/7-21-16 - 12-31-16	736.00	54277
101	424100	Building Inspection	TRAVELERS	Workers Comp/7-21-16-12-31-16	71.00	54277
101	431100	Street Department	TRAVELERS	Equipment/7-21-16 - 12-31-16	67.00	54277
101	422100	Fire Administration	TRAVELERS	Workers Comp/7-21-16-12-31-16	7,148.00	54277
260	456101	Cable	TRAVELERS	Property/7-21-16 - 12-31-16	23.00	54277
601	494300	Water Distribution	TRAVELERS	Property/7-21-16 - 12-31-16	2,414.00	54277
101	413100	Mayor	TRAVELERS	Workers Comp/7-21-16-12-31-16	11.00	54277
101	492200	Insurance	TRAVELERS	Crime/7-21-16 - 12-31-16	685.00	54277
601	494300	Water Distribution	TRAVELERS	Workers Comp/7-21-16-12-31-16	2,455.00	54277
101	422903	Firehall #3 Midway Road	TRAVELERS	Property/7-21-16 - 12-31-16	142.00	54277
101	422901	Firehall #1 Maple Grove Road	TRAVELERS	Equipment/7-21-16 - 12-31-16	344.00	54277
101	422901	Firehall #1 Maple Grove Road	TRAVELERS	Property/7-21-16 - 12-31-16	1,128.00	54277
101	492200	Insurance	TRAVELERS	Surcharge & Taxes	144.00	54277

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422901	Firehall #1 Maple Grove Road	TRAVELERS	Workers Comp/7-21-16-12-31-16	200.00	54277
101	414100	Elections	TRAVELERS	Workers Comp/7-21-16-12-31-16	2.00	54277
101	421100	Police Administration	TRAVELERS	AutoLiability/7-21-16-12-31-16	2,601.00	54277
240	413200	City Administrator	TRAVELERS	Workers Comp/7-21-16-12-31-16	23.00	54277
260	456101	Cable	TRAVELERS	Workers Comp/7-21-16-12-31-16	5.00	54277
101	490100	Cemetery	TRAVELERS	Workers Comp/7-21-16-12-31-16	70.00	54277
240	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	23.00	54277
260	456101	Cable	TRAVELERS	Equipment/7-21-16 - 12-31-16	7.00	54277
101	421100	Police Administration	TRAVELERS	Property/7-21-16 - 12-31-16	6.00	54277
601	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	736.00	54277
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	19,656.00	54277
601	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	2,318.00	54277
601	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	709.00	54277
602	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	719.00	54277
602	494500	Sewer Maintenance	TRAVELERS	Workers Comp/7-21-16-12-31-16	15.00	54277
601	494400	Water Administration and General	TRAVELERS	Workers Comp/7-21-16-12-31-16	64.00	54277
101	415300	Administration & Finance	TRAVELERS	Workers Comp/7-21-16-12-31-16	214.00	54277
260	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	5.00	54277
602	494500	Sewer Maintenance	TRAVELERS	Equipment/7-21-16 - 12-31-16	219.00	54277
260	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	7.00	54277
602	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	709.00	54277
602	494500	Sewer Maintenance	TRAVELERS	Property/7-21-16 - 12-31-16	719.00	54277
101	452200	Community Building	TRAVELERS	Property/7-21-16 - 12-31-16	963.00	54277
101	421100	Police Administration	TRAVELERS	Municipal/7-21-16 - 12-31-16	9,739.00	54277
601	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	2,519.00	54277
101	452200	Community Building	TRAVELERS	Equipment/7-21-16 - 12-31-16	293.00	54277
602	494900	Sewer Administration and General	TRAVELERS	Workers Comp/7-21-16-12-31-16	43.00	54277
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	7,343.00	54277
602	494900	Sewer Administration and General	TRAVELERS	AutoLiability/7-21-16-12-31-16	709.00	54277
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	2,237.00	54277
101	419901	City Hall & Police Building Maintenance	TRAVELERS	Property/7-21-16 - 12-31-16	3,629.00	54277
601	494400	Water Administration and General	TRAVELERS	AutoLiability/7-21-16-12-31-16	709.00	54277
101	452200	Community Building	TRAVELERS	Workers Comp/7-21-16-12-31-16	100.00	54277
602	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	50.00	54277
601	494400	Water Administration and General	TRAVELERS	Municipal/7-21-16 - 12-31-16	2,318.00	54277
101	419901	City Hall & Police Building Maintenance	TRAVELERS	Workers Comp/7-21-16-12-31-16	817.00	54277

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	TRAVELERS	AutoLiability/7-21-16-12-31-16	2,128.00	54277
101	419100	Community Development	TRAVELERS	Municipal/7-21-16 - 12-31-16	3,832.00	54277
101	421100	Police Administration	TRAVELERS	Equipment/7-21-16 - 12-31-16	2.00	54277
101	431100	Street Department	TRAVELERS	Workers Comp/7-21-16-12-31-16	579.00	54277
101	419100	Community Development	TRAVELERS	Workers Comp/7-21-16-12-31-16	231.00	54277
101	415300	Administration & Finance	TRAVELERS	AutoLiability/7-21-16-12-31-16	236.00	54277
260	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	23.00	54277
101	422903	Firehall #3 Midway Road	TRAVELERS	Equipment/7-21-16 - 12-31-16	43.00	54277
101	431100	Street Department	TRAVELERS	Property/7-21-16 - 12-31-16	221.00	54277
101	452100	Parks	TRAVELERS	Equipment/7-21-16 - 12-31-16	115.00	54277
101	422902	Firehall #2 Morris Thomas Road	TRAVELERS	Property/7-21-16 - 12-31-16	132.00	54277
101	492200	Insurance	TRAVELERS	Municipal/7-21-16 - 12-31-16	6,086.00	54277
101	422902	Firehall #2 Morris Thomas Road	TRAVELERS	Equipment/7-21-16 - 12-31-16	40.00	54277
601	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	2,414.00	54277
101	419901	City Hall & Police Building Maintenance	TRAVELERS	AutoLiability/7-21-16-12-31-16	236.00	54277
101	150000	Prepaid Items	TRAVELERS	Prepaid/1-1-17 - 7-21-17	5,442.00	54277
101	431901	City Garage	TRAVELERS	Workers Comp/7-21-16-12-31-16	225.00	54277
101	452100	Parks	TRAVELERS	AutoLiability/7-21-16-12-31-16	236.00	54277
101	431901	City Garage	TRAVELERS	Property/7-21-16 - 12-31-16	745.00	54277
101	452100	Parks	TRAVELERS	Property/7-21-16 - 12-31-16	379.00	54277
101	431901	City Garage	TRAVELERS	Equipment/7-21-16 - 12-31-16	227.00	54277
101	452100	Parks	TRAVELERS	Workers Comp/7-21-16-12-31-16	435.00	54277
602	494500	Sewer Maintenance	TURBO DIESEL & ELECTRIC	Repairs to H22	7,816.23	54278
402	431150	Street Improvements	ULLAND BROTHERS INC	Stebner Rd Recon/Pay Req #3	385,992.43	54279
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	Membership Fees	90.00	54280
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	MNGFOA Seminar/Food	22.94	54280
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	MNGFOA Budget Planning Book	45.00	54280
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	MNGFOA Seminar/Food	97.55	54280
101	431100	Street Department	US BANK CORPORATE PAYMENT SYSTEM	Training/Hotel	276.46	54280
101	362990	Miscellaneous Revenue	US BANK CORPORATE PAYMENT SYSTEM	US BK REBATE	-82.12	54280
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	MNGFOA/Food	46.64	54280
101	419100	Community Development	US BANK CORPORATE PAYMENT SYSTEM	Survey (PZ)	26.00	54280
101	431100	Street Department	US BANK CORPORATE PAYMENT SYSTEM	Trailer Lights	59.99	54280
601	494300	Water Distribution	US BANK CORPORATE PAYMENT SYSTEM	Training/Hotel	330.36	54280
101	431100	Street Department	US BANK CORPORATE PAYMENT SYSTEM	Equip. Rental	155.08	54280
101	415300	Administration & Finance	US BANK CORPORATE PAYMENT SYSTEM	MNGFOA/Food	20.19	54280

Fund	Account	Department	Vendor Name	Description	Amount	Check #
601	494400	Water Administration and General	US BANK CORPORATE PAYMENT SYSTEM	Postage	8.95	54280
101	431100	Street Department	US BANK CORPORATE PAYMENT SYSTEM	Tool	179.00	54280
251	421100	Police Administration	USA TOWING & RECOVERY	DWI Forfeiture	65.00	54281
101	431100	Street Department	VIKING INDUSTRIAL CENTER	Ear Plugs	90.16	54282
101	421100	Police Administration	WIMACTEL INC	Police Payphone	60.00	54283
101	431100	Street Department	ZIEGLER INC	Service on Motor Grader	2,225.04	54284

Totals: **366 records printed** **745,884.20**

CITY OF HERMANTOWN

CHECKS #60058 - 60115
09/01/2016 - 09/15/2016

PAYROLL CHECKS	
Electronic Checks - #77532 - 77571	68,789.88
LIABILITY CHECKS	
Electronic Checks - #77526 - 77531	56,694.80
PAYROLL EXPENSE TOTAL	**$125,484.68**

ACCOUNTS PAYABLE	
Checks #60058 - 60115	153,480.77
ACCOUNTS PAYABLE TOTAL	**$153,480.77**
TOTAL	**$278,965.45**

CITY OF HERMANTOWN, MN 0901/16 - 09/15/16
Check # is between 6 and 60115

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431901	City Garage	A G O'BRIEN PLUMBING & HEATING	Fix AHU	716.44	60058
101	419901	City Hall & Police Building Maintenance	ABE ENVIRONMENTAL SYSTEMS INC	Repair Boiler/PD	759.60	60059
601	494300	Water Distribution	ACME TOOLS	Battery Packs	159.00	60060
101	431100	Street Department	ACME TOOLS	Tools for H20 Truck	80.51	60060
101	431100	Street Department	AMERIPRIDE LINEN & APPAREL INC	Coveralls	14.34	60061
601	494300	Water Distribution	AMERIPRIDE LINEN & APPAREL INC	Coveralls	9.56	60061
602	494500	Sewer Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	7.19	60061
101	431901	City Garage	AMERIPRIDE LINEN & APPAREL INC	Supplies	74.14	60061
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (Pub Saf)	93.43	60061
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Coveralls	2.40	60061
101	419901	City Hall & Police Building Maintenance	AMERIPRIDE LINEN & APPAREL INC	Mats (CH)	37.58	60061
101	427100	Poundmaster	ANIMAL ALLIES HUMANE SOCIETY	August Boarding	340.00	60062
602	494900	Sewer Administration and General	BLACK MOUNTAIN SOFTWARE INC	MP50 Class Certification	50.00	60063
601	494400	Water Administration and General	BLACK MOUNTAIN SOFTWARE INC	MP50 Class Certification	50.00	60063
101	431100	Street Department	BOBCAT OF DULUTH INC	Belt for Kabota Mower	100.79	60064
602	494500	Sewer Maintenance	BRAUN INTERTEC CORPORATION	FOG Evaluations	647.45	60065
101	452100	Parks	BRENT'S SEPTIC SERVICE LLC	Portable Toilets/6 Sites	700.00	60066
602	494500	Sewer Maintenance	BRENT'S SEPTIC SERVICE LLC	Pump Lift Station/Ugstad Rd.	200.00	60066
101	431100	Street Department	BROCK WHITE COMPANY, LLC	Brick&MortarforCB/Arrow/Lavaqu	85.77	60067
101	431100	Street Department	CARLSON CONCRETE PRODUCTS INC	Culverts/Lindgren/Old Hwy 2	571.70	60068
101	431100	Street Department	CARLSON CONCRETE PRODUCTS INC	Culverts/Lindgren/Old Hwy 2	3,149.40	60068
101	421100	Police Administration	CITY OF DULUTH	Training/Battaglia	400.00	60069
101	421100	Police Administration	CITY OF DULUTH	Training/Williams	400.00	60069
101	421100	Police Administration	CITY OF DULUTH	Training/Jones	400.00	60069
101	431100	Street Department	CRYSTEEL TRUCK EQUIPMENT	Bed Liner	600.00	60070
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	MS Office 2016	297.00	60071
101	413100	Mayor	CW TECHNOLOGY GROUP INC	Antivirus	1.50	60071
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	CW Care	124.77	60071
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Disc. Recovery Back-up	140.00	60071
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Police Computer/Clerical	758.62	60071
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Set up new Laptops	481.25	60071
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	CW Care	83.16	60071
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	CW Care	124.77	60071
101	431100	Street Department	CW TECHNOLOGY GROUP INC	CW Care	332.70	60071
601	494400	Water Administration and General	CW TECHNOLOGY GROUP INC	Antivirus	4.50	60071
101	424100	Building Inspection	CW TECHNOLOGY GROUP INC	Antivirus	1.50	60071

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Monitor for Paul	109.10	60071
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Monitor	149.21	60071
101	419100	Community Development	CW TECHNOLOGY GROUP INC	CW Care	249.53	60071
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	CW Care	1,497.13	60071
101	419100	Community Development	CW TECHNOLOGY GROUP INC	Antivirus	1.50	60071
602	494900	Sewer Administration and General	CW TECHNOLOGY GROUP INC	Antivirus	4.50	60071
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	CW Care	831.76	60071
101	421100	Police Administration	CW TECHNOLOGY GROUP INC	Antivirus	27.00	60071
101	411100	Council	CW TECHNOLOGY GROUP INC	Antivirus	6.00	60071
101	415300	Administration & Finance	CW TECHNOLOGY GROUP INC	Antivirus	9.00	60071
101	413100	Mayor	CW TECHNOLOGY GROUP INC	CW Care	83.18	60071
101	431100	Street Department	CW TECHNOLOGY GROUP INC	Antivirus	4.50	60071
101	419901	City Hall & Police Building Maintenance	DALCO	Restroom Supplies	44.99	60072
101	419901	City Hall & Police Building Maintenance	DALCO	Toilet Tissue	62.27	60072
101	431100	Street Department	DULUTH LAWN & SPORT	Blades for Mower	160.72	60073
101	415300	Administration & Finance	DULUTH NEWS-TRIBUNE	Subscription Renewal (6 mos)	63.70	60074
602	494500	Sewer Maintenance	FORTERRA PIPE & PRECAST	Sanitary Sewer Mastic	296.00	60075
602	494900	Sewer Administration and General	GOPHER STATE ONE-CALL INC	August Locate Requests	167.06	60076
601	494400	Water Administration and General	GOPHER STATE ONE-CALL INC	August Locate Requests	250.59	60076
101	421100	Police Administration	GREAT LAKES MOBIL LUBE EXPRESS	Vehicle Maintenance	38.67	60077
101	419901	City Hall & Police Building Maintenance	HARTEL'S/DBJ DISPOSAL CO LLC	Garbage Disposal	193.70	60078
101	431901	City Garage	HARTEL'S/DBJ DISPOSAL CO LLC	Yard Trash Disposal	164.26	60078
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Vehicle Maintenance	44.00	60079
101	421100	Police Administration	HERMANTOWN SERVICE CENTER INC	Vehicle Maintenance	790.52	60079
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ord. 2016-52	61.88	60080
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ord. 2016-53	49.50	60080
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	416.02	60081
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	465.09	60081
101	431100	Street Department	INTER CITY OIL CO INC	Diesel Fuel	389.80	60081
101	431901	City Garage	JAMAR COMPANY	Caulk	55.00	60082
101	431100	Street Department	JAMAR COMPANY	Saw Blades	356.00	60082
602	494500	Sewer Maintenance	JAMAR COMPANY	Insulation	1,024.00	60082
101	214000	Security Deposits Payable	KREAGER, DALE	Driveway Refund	250.00	60083
101	431100	Street Department	KTM PAVING INC	StreetPatches/Thompson&Portlan	8,000.00	60084
101	411100	Council	LEAGUE OF MINNESOTA CITIES	Membership Dues	3,133.00	60085
101	413100	Mayor	LEAGUE OF MINNESOTA CITIES	Mayors Assn Dues/Sept-Dec	10.00	60085

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	150000	Prepaid Items	LEAGUE OF MINNESOTA CITIES	Mayors Assn Dues/Jan-Aug	20.00	60085
101	150000	Prepaid Items	LEAGUE OF MINNESOTA CITIES	Membership Dues	6,267.00	60085
101	415300	Administration & Finance	LUND, DEBORAH	Mileage Reimb/City	69.55	60086
602	494900	Sewer Administration and General	LUND, DEBORAH	Mielage Reimb/Bank	5.18	60086
101	414100	Elections	LUND, DEBORAH	Mileage Reimb/Election	50.86	60086
601	494400	Water Administration and General	LUND, DEBORAH	Mielage Reimb/Bank	7.78	60086
101	416100	City Attorney	MAKI & OVEROM LTD	Surplus Property Donation	5.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	5787 W. Arrowhead Rd. Matters	106.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	2015 Subd. Ord. Amendment	259.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	Kevin Kuklis/Conf. Call Fee	30.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	Kevin Kuklis Development	1,616.50	60087
101	421100	Police Administration	MAKI & OVEROM LTD	Prosecution Matters	6,759.97	60087
101	419100	Community Development	MAKI & OVEROM LTD	2013 Airport Zoning Matters	84.00	60087
101	421100	Police Administration	MAKI & OVEROM LTD	E-Citations	239.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	JacksonEstates/Postage/RecFees	52.77	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Snowmobile Ordinance Amendment	166.00	60087
230	416100	City Attorney	MAKI & OVEROM LTD	2016 HEDA Strategic Planning	635.50	60087
101	416100	City Attorney	MAKI & OVEROM LTD	2016 FOG Ord. Violations	84.50	60087
101	416100	City Attorney	MAKI & OVEROM LTD	General Matters/Retainer	1,250.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Temp Family Health Care Dwelli	28.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	2016 Airport Zoning Leg/Postag	1.14	60087
101	419100	Community Development	MAKI & OVEROM LTD	Soccer Field Development	168.00	60087
101	421100	Police Administration	MAKI & OVEROM LTD	Firearm Ordinance	213.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Data Practices Requests	848.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Records Retension Matters	64.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	Condemn Gen. Store Canopy	455.50	60087
101	419100	Community Development	MAKI & OVEROM LTD	2016 Airport Zoning Legislatio	1,005.50	60087
101	419100	Community Development	MAKI & OVEROM LTD	Mcgiffert/Hoff Development	26.00	60087
101	421100	Police Administration	MAKI & OVEROM LTD	Gun Permits	16.00	60087
101	419100	Community Development	MAKI & OVEROM LTD	Jackson Estates 4th Addition	4,282.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Billman Const/Heartwoods	218.50	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Right of Way Ordinance	50.00	60087
101	431150	Street Improvements	MAKI & OVEROM LTD	Reinke Rd. Culvert	283.50	60087
101	419100	Community Development	MAKI & OVEROM LTD	CondemnCanopy/Postage/ProcServ	140.67	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Credit Card Contract	643.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Data Practices Procedures	235.50	60087

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422100	Fire Administration	MAKI & OVEROM LTD	2016 Fire Dept. Contract	98.00	60087
101	416100	City Attorney	MAKI & OVEROM LTD	Sales Tax Legislation	427.00	60087
240	431150	Street Improvements	MAKI & OVEROM LTD	Ugstad Rd. Culvert Project	14.00	60087
402	431150	Street Improvements	MAKI & OVEROM LTD	Stebner Rd. Reconstruction	14.00	60087
461	465100	HEDA	MAKI & OVEROM LTD	Mills Fleet Farm Project	143.50	60087
101	415300	Administration & Finance	MCFOA REGION II	Training/Lund	25.00	60088
602	494500	Sewer Maintenance	MENARD INC	Plywood	244.38	60089
602	494500	Sewer Maintenance	MENARD INC	Sales Tax CREDIT	-0.78	60089
101	431100	Street Department	MENARD INC	Sales Tax CREDIT	-0.75	60089
101	419901	City Hall & Police Building Maintenance	MENARD INC	Sales Tax CREDIT	-2.48	60089
101	431100	Street Department	MENARD INC	Tools	30.91	60089
601	494300	Water Distribution	MENARD INC	Sales Tax CREDIT	-0.66	60089
101	431100	Street Department	MENARD INC	Wrenches/Stops Rust	36.66	60089
101	452100	Parks	MENARD INC	Flat Wht Prof Spray	9.30	60089
101	431100	Street Department	MENARD INC	Wrenches	41.75	60089
101	431100	Street Department	MENARD INC	Fix Door/Keene Creek	9.43	60089
101	431100	Street Department	MENARD INC	TDown for Mower	47.96	60089
101	431100	Street Department	MENARD INC	Sales Tax CREDIT	-1.54	60089
101	431100	Street Department	MENARD INC	Shingles/Keene Creek Bldg	16.99	60089
101	431100	Street Department	MENARD INC	Hole Saw/Rope Ratchet	18.45	60089
101	431100	Street Department	MENARD INC	Sales Tax CREDIT	-2.97	60089
101	431100	Street Department	MENARD INC	Caulk Gun/Garbage Bags	36.95	60089
602	494500	Sewer Maintenance	MENARD INC	Sales Tax CREDIT	-0.83	60089
601	494300	Water Distribution	MENARD INC	Sales Tax CREDIT	-7.29	60089
601	494300	Water Distribution	MENARD INC	Sales Tax CREDIT	-1.67	60089
602	494500	Sewer Maintenance	MENARD INC	Sales Tax CREDIT	-7.29	60089
101	452200	Community Building	MENARD INC	Mulch/Comm Bldg	35.28	60089
601	494300	Water Distribution	MENARD INC	Sales Tax CREDIT	-0.77	60089
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2013 Explorer	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2015 Tahoe	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2008 Tahoe	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2013 Explorer	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2015 Explorer	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2014 Durango	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2013 Explorer	99.00	60090
101	421100	Police Administration	MILLER TRUNK AUTO	Squad Details/2014 Charger	99.00	60090

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	422100	Fire Administration	MN BUREAU CRIMINAL APREHENSION	Firefighter Background Checks	69.50	60091
402	431150	Street Improvements	MN DEPT OF TRANSPORTATION	Concrete Test/StebnerRdReconst	198.33	60092
101	422901	Firehall #1 Maple Grove Road	MN TELECOMMUNICATIONS	Sept. Internet	131.04	60093
101	419901	City Hall & Police Building Maintenance	MN TELECOMMUNICATIONS	Sept. Internet	524.16	60093
101	431100	Street Department	NAPA AUTO PARTS	Mower Blade	74.97	60094
101	431100	Street Department	NAPA AUTO PARTS	Misc.	12.38	60094
101	431100	Street Department	NAPA AUTO PARTS	Fuse	2.99	60094
101	431100	Street Department	NAPA AUTO PARTS	Spark Plug	3.99	60094
101	431100	Street Department	NAPA AUTO PARTS	Filter	42.97	60094
602	494500	Sewer Maintenance	NAPA AUTO PARTS	Cable Ties	46.25	60094
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Nuts/Bolts	285.59	60095
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Drill Bits	9.27	60095
101	431100	Street Department	NORTHERN STATES SUPPLY INC	Bolts	36.46	60095
101	431100	Street Department	NORTHLAND CONSTRUCTORS OF DULUTH, LLC	Pot Hole Mix	143.08	60096
605	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Eng. Services/Stormwater Ord.	125.00	60097
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Engineering Services/Misc.	6,872.50	60097
402	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Stebner Rd/Project 524	1,627.50	60097
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Reinke Rd.	12,200.00	60097
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Cold Storage Bldg/CH	232.50	60097
401	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd/Kingsbury Creek	625.00	60097
101	431150	Street Improvements	NORTHLAND CONSULTING ENGINEERS L.L.P.	Engineering Services/Misc.	702.00	60097
461	465100	HEDA	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fleet Farm	357.50	60097
230	465100	HEDA	NORTHSPAN GROUP INC	HEDA Facilitation	951.00	60098
230	465100	HEDA	NORTHSPAN GROUP INC	HEDA Facilitation	915.50	60098
601	494300	Water Distribution	NORTRAX EQUIPMENT	John Deere 135G Rental	4,500.00	60099
101	452100	Parks	PITNEY BOWES PURCHASE POWER	Postage	12.21	60100
101	414100	Elections	PITNEY BOWES PURCHASE POWER	Postage	42.51	60100
601	494400	Water Administration and General	PITNEY BOWES PURCHASE POWER	Postage	107.78	60100
101	424100	Building Inspection	PITNEY BOWES PURCHASE POWER	Postage	22.08	60100
101	415300	Administration & Finance	PITNEY BOWES PURCHASE POWER	Postage	260.83	60100
101	419100	Community Development	PITNEY BOWES PURCHASE POWER	Postage/PZ	62.21	60100
602	494900	Sewer Administration and General	PITNEY BOWES PURCHASE POWER	Postage	71.85	60100
101	421100	Police Administration	PITNEY BOWES PURCHASE POWER	Postage	122.53	60100
101	421100	Police Administration	POSITIVE ID INC	ID Cards	34.35	60101
101	431100	Street Department	SATHERS, LLC	Pit Run Sand/Ticket 18848	108.00	60102
101	431100	Street Department	SATHERS, LLC	Pit Run Sand/Ticket 18851	864.00	60102

Fund	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	SATHERS, LLC	Dump Fee/Ticket 18848	49.00	60102
101	431100	Street Department	SATHERS, LLC	Pit Run Sand/Ticket 18898	162.00	60102
101	421100	Police Administration	SHEL/DON GROUP INC	BC/Salo	58.03	60103
101	424100	Building Inspection	SHEL/DON GROUP INC	Copies/House Plans	14.10	60103
101	421100	Police Administration	SHEL/DON GROUP INC	Crime Victim Info Cards	141.96	60103
101	452100	Parks	SHERWIN WILLIAMS	Paint Cup/Keene Creek	6.61	60104
101	452100	Parks	SHERWIN WILLIAMS	Paint/Keene Creek	102.49	60104
101	419100	Community Development	ST LOUIS COUNTY RECORDERS OFFICE	Resolution/MCB Development	46.00	60105
101	431901	City Garage	TELCOLOGIX	Sept. Maint. Agrmt	16.75	60106
101	452200	Community Building	TELCOLOGIX	Sept. Maint. Agrmt	10.05	60106
101	422901	Firehall #1 Maple Grove Road	TELCOLOGIX	Sept. Maint. Agrmt	70.35	60106
101	419901	City Hall & Police Building Maintenance	TELCOLOGIX	Sept. Maint. Agrmt	237.85	60106
101	421100	Police Administration	TROY'S BP AMOCO INC	Vehicle Maintenance	20.00	60107
101	415300	Administration & Finance	TUCKER, ARLENE	Reimbursed Health Ins.	474.30	60108
601	494300	Water Distribution	USABLUEBOOK	Chlorine Test Kit	138.46	60109
101	421100	Police Administration	VERIZON WIRELESS	Aircards	305.29	60110
260	456101	Cable	VSA, INC	Cable TV Studio Equipment	13,825.00	60111
601	494300	Water Distribution	WATER TOWER CLEAN & COAT, INC.	Ext.Cleaning/Small Water Tower	3,200.00	60112
101	422100	Fire Administration	WIPFLI LLP	Fire Relief Audit	3,300.00	60113
602	494500	Sewer Maintenance	WLSSD	Wastewater Charges	34,095.00	60114
602	494500	Sewer Maintenance	WLSSD	Lab Test (FOG)	90.00	60114
101	431100	Street Department	ZIEGLER INC	Flailmower Rental	4,860.00	60115

Totals: **202 records printed** **153,480.77**

Resolution No. 2016-105

RESOLUTION APPROVING PAY REQUEST NUMBER 4 AND MINOR WORK ORDER NO. 2 FOR STREET IMPROVEMENT DISTRICT NO. 524-N S.A.P. 202-103-009 STEBNER ROAD TO ULLAND BROTHERS, INC. IN THE AMOUNT OF $647,029.57

WHEREAS, the City of Hermantown has contracted with Ulland Brothers, Inc. for construction of Street Improvement District No. 524-N Stebner Road ("Project:"); and

WHEREAS, Ulland Brothers, Inc. has performed a portion of the agreed upon work in said Project; and

WHEREAS, Ulland Brothers, Inc. has submitted Pay Request No.4 in the amount of $647,029.57; and

WHEREAS, Ulland Brother, Inc, has included a Minor Work Order No. 2 in the amount of $33,699.80 as part of the pay request for additional traffic control and storm sewer, and

WHEREAS, Northland Consulting Engineers, LLP has approved such Pay Request No. 4 provided that 5% of the amount appearing on such Pay Request No. 4 be withheld pending final acceptance of the Project by the City of Hermantown.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. Pay Request No. 4 is hereby approved.

2. The City is hereby authorized and directed to pay to Ulland Brothers, Inc. the sum of $647,029.87 which is the amount represented on Pay Request No. 4 less the required five-percent (5%) holdback.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution has been duly passed and adopted.

SEH

Application for Payment
(Unit Price Contract)
No. 4

Eng. Project No.: HERMT 132490

Location: Hermantown, Minnesota

Contractor Ulland Brothers, Inc.
PO Box 340
Cloquet, MN 55720

Contract Date: May 19, 2016

Contract Amount $ 1,861,500.00

Contract for Hermantown Street Improvement District 524N - Stebner Rd (M.S.A.S. 103)

Application Date 9/12/16

For Period Ending 9/9/16

			Total Project				Roadway SP 202-103-009, STPF-6916(186)				Storm Sewer S.P. 202-103-009, STPF-6916(185)				100% City Non-Participating			
Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1.00	0.93	$17,822.04	$16,574.50	0.93	0.93	$17,822.04	$16,574.50		0.00	$17,822.04		0.07	0.00	$17,822.04	
2101.511	CLEARING & GRUBBING	LS	1.00	0.00	6,000.00		0.35	0.00	6,000.00			0.00	6,000.00		0.65	0.00	6,000.00	
2104.501	REMOVE PIPE CULVERTS	LIN FT	61.00	85.00	12.00	$1,020.00	61.00	85.00	12.00	$1,020.00		0.00	12.00			0.00	12.00	
2104.501	REMOVE PIPE SEWERS (P)	LIN FT	2327.00	4661.00	13.00	$60,684.00		0.00	13.00		2327.00	2334.00	13.00	$30,342.00		2334.00	13.00	$30,342.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	13190.00	13240.00	1.30	$17,212.00	13190.00	13240.00	1.30	$17,212.00		0.00	1.30			0.00	1.30	
2104.503	REMOVE BITUMINOUS PAVEMENT (P)	SQ FT	206452.00	206452.00	0.30	$61,935.60	206452.00	206452.00	0.30	$61,935.60		0.00	0.30			0.00	0.30	
2104.503	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (P)	SQ FT	1968.00	1701.00	0.65	$1,105.65	1968.00	1701.00	0.65	$1,105.65		0.00	0.65			0.00	0.65	
2104.503	REMOVE CONCRETE WALK	SQ FT	24772.00	24868.00	$0.40	$9,947.20	24772.00	24868.00	$0.40	$9,947.20		0.00	$0.40			0.00	$0.40	
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	24.00	48.00	260.00	$12,480.00		0.00	260.00		24.00	24.00	260.00	$6,240.00		24.00	260.00	$6,240.00
2104.509	REMOVE CASTING	EACH	11.00	16.00	$300.00	$4,800.00	8.00	4.00	$300.00	$1,200.00	3.00	6.00	$300.00	$1,800.00		6.00	$300.00	$1,800.00
2104.509	REMOVE SIGN	EACH	4.00	3.00	$25.00	$75.00	4.00	3.00	$25.00	$75.00		0.00	$25.00			0.00	$25.00	
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	58.00	43.00	3.25	$139.75	59.00	43.00	3.25	$139.75		0.00	3.25			0.00	3.25	
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	755.00	682.00	1.65	$1,125.30	755.00	682.00	1.65	$1,125.30		0.00	1.65			0.00	1.65	
2104.523	SALVAGE SIGN PANEL TYPE C	EACH	20.00	7.00	$25.00	$175.00	20.00	7.00	$25.00	$175.00		0.00	$25.00			0.00	$25.00	
2104.525	ABANDON WATER SERVICE	EACH	3.00	0.00	$1,000.00			0.00	$1,000.00			0.00	$1,000.00		3.00	0.00	$1,000.00	
2105.501	COMMON EXCAVATION (P)	CU YD	12531.00	10637.00	$11.70	$124,452.90	10637.00	10637.00	$11.70	$124,452.90		0.00	$11.70		1894.00	0.00	$11.70	
2105.507	SUBGRADE EXCAVATION (P)	CU YD	3197.00	2654.00	$12.50	$33,175.00	3197.00	2654.00	$12.50	$33,175.00		0.00	$12.50			0.00	$12.50	
2105.521	GRANULAR BORROW (CV) (P)	CU YD	474.00	0.00	$22.00		474.00	0.00	$22.00			0.00	$22.00			0.00	$22.00	
2105.522	SELECT GRANULAR BORROW MOD 7% (CV) (P)	CU YD	5730.00	5225.00	14.50	$75,762.50	5225.00	5225.00	14.50	$75,762.50		0.00	14.50		505.00	0.00	14.50	
2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	18334.00	16177.00	$2.10	$33,971.70	16883.00	16177.00	$2.10	$33,971.70		0.00	$2.10		1451.00	0.00	$2.10	
2112.501	SUBGRADE PREPARATION 6"-12"	STA	70.00	0.00	$200.00		66.00	0.00	$200.00			0.00	$200.00		4.00	0.00	$200.00	
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	100.00	18.50	230.00	$4,255.00	100.00	18.50	230.00	$4,255.00		0.00	230.00			0.00	230.00	
2131.502	CALCIUM CHLORIDE SOLUTION	GAL	6905.00	1377.00	$1.05	$1,445.85	6545.00	1377.00	$1.05	$1,445.85		0.00	$1.05		360.00	0.00	$1.05	
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	7605.00	7177.00	30.00	$215,310.00	7424.00	7177.00	30.00	$215,310.00		0.00	30.00		381.00	0.00	30.00	
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	4261.00	1407.00	54.60	$76,822.20	4261.00	1407.00	54.60	$76,822.20		0.00	54.60			0.00	54.60	
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	2957.00	2332.00	42.00	$97,944.00	2957.00	2332.00	42.00	$97,944.00		0.00	42.00			0.00	42.00	
2451.501	STRUCTURE EXCAVATION CLASS R	CU YD	20.00	0.00	$440.00			0.00	$440.00			0.00	$440.00		20.00	0.00	$440.00	
2501.511	15" CP PIPE CULVERT (SMOOTH)	LIN FT	107.00	120.00	$23.00	$2,760.00		0.00	$23.00		58.00	60.00	$23.00	$1,380.00	49.00	60.00	$23.00	$1,380.00
2501.515	12" RC PIPE APRON	EACH	8.00	14.00	$400.00	$5,600.00		0.00	$400.00		9.00	7.00	$400.00	$2,800.00		7.00	$400.00	$2,800.00
2501.515	15" CS PIPE APRON	EACH	6.00	8.00	$300.00	$2,400.00		0.00	$300.00		4.00	4.00	$300.00	$1,200.00	2.00	4.00	$300.00	$1,200.00
2501.515	18" RC PIPE APRON	EACH	4.00	8.00	$450.00	$3,600.00		0.00	$450.00		4.00	4.00	$450.00	$1,800.00		4.00	$450.00	$1,800.00
2501.515	21" RC PIPE APRON	EACH	1.00	2.00	$500.00	$1,000.00		0.00	$500.00		1.00	1.00	$500.00	$500.00		1.00	$500.00	$500.00
2501.515	24" RC PIPE APRON	EACH	2.00	4.00	$550.00	$2,200.00		0.00	$550.00		2.00	2.00	$550.00	$1,100.00		2.00	$550.00	$1,100.00
2501.515	36" RC PIPE APRON	EACH	1.00	2.00	$800.00	$1,600.00		0.00	$800.00		1.00	1.00	$800.00	$800.00		1.00	$800.00	$800.00

			Total Project				Roadway SP 202-103-009, STPF-6916(186)				Storm Sewer S.P. 202-103-009, STPF-6916(186)				100% City Non-Participating			
Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price
2501.525	36" SPAN RC PIPE-ARCH APRON	EACH	2.00	4.00	$700.00	$2,800.00		0.00	$700.00		2.00	2.00	$700.00	$1,400.00		2.00	$700.00	$1,400.00
2502.501	4" PRECAST CONCRETE HEADWALL	EACH	6.00	0.00	300.00		3.00	0.00	300.00			0.00	300.00		3.00	0.00	300.00	
2502.521	4" PVC PIPE DRAIN	LIN FT	120.00	0.00	$18.00		39.00	0.00	$18.00			0.00	$18.00		81.00	0.00	$18.00	
2502.541	4" PERF PVC PIPE DRAIN	LIN FT	6855.00	6472.00	$10.00	$64,720.00	6195.00	6472.00	$10.00	$64,720.00		0.00	$10.00		660.00	0.00	$10.00	
2503.521	36" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	48.00	96.00	105.00	$10,080.00		0.00	105.00		48.00	48.00	105.00	$5,040.00		48.00	105.00	$5,040.00
2503.511	15" CS PIPE SEWER	LIN FT	8.00	0.00	$130.00			0.00	$130.00		8.00	0.00	$130.00			0.00	$130.00	
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1343.00	2788.00	45.00	$125,460.00		0.00	45.00		1343.00	1394.00	45.00	$62,730.00		1394.00	45.00	$62,730.00
2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	591.00	1182.00	38.00	$44,916.00		0.00	38.00		591.00	591.00	38.00	$22,458.00		591.00	38.00	$22,458.00
2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	341.00	684.00	42.00	$28,728.00		0.00	42.00		341.00	342.00	42.00	$14,364.00		342.00	42.00	$14,364.00
2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	39.00	78.00	61.00	$4,758.00		0.00	61.00		39.00	39.00	61.00	$2,379.00		39.00	61.00	$2,379.00
2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	223.00	446.00	49.00	$21,854.00		0.00	49.00		223.00	223.00	49.00	$10,927.00		223.00	49.00	$10,927.00
2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	13.00	42.00	89.00	$3,738.00		0.00	89.00		13.00	21.00	89.00	$1,869.00		21.00	89.00	$1,869.00
2503.602	8"X6" PVC WYE	EACH	1.00	0.00	$500.00			0.00	$500.00			0.00	$500.00		1.00	0.00	$500.00	
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	17.00	36.00	500.00	$18,000.00		0.00	500.00		17.00	18.00	500.00	$9,000.00		18.00	500.00	$9,000.00
2503.602	CONNECT TO EXISTING MANHOLE (SAN)	EACH	1.00	0.00	1,500.00			0.00	1,500.00			0.00	1,500.00		1.00	0.00	1,500.00	
2503.603	6" PVC SEWER SERVICE PIPE	LIN FT	45.00	0.00	$57.00			0.00	$57.00			0.00	$57.00		45.00	0.00	$57.00	
2503.603	8" PVC PIPE SEWER SDR 35	LIN FT	404.00	0.00	$39.00			0.00	$39.00			0.00	$39.00		404.00	0.00	$39.00	
2504.602	2" CURB STOP AND BOX	EACH	1.00	0.00	$900.00			0.00	$900.00			0.00	$900.00		1.00	0.00	$900.00	
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1.00	0.00	2,500.00			0.00	2,500.00			0.00	2,500.00		1.00	0.00	2,500.00	
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	1.00	0.00	400.00			0.00	400.00			0.00	400.00		1.00	0.00	400.00	
2504.602	HYDRANT ASSEMBLY	EACH	1.00	0.00	$4,300.00			0.00	$4,300.00			0.00	$4,300.00		1.00	0.00	$4,300.00	
2504.602	ADJUST VALVE BOX	EACH	21.00	9.00	$200.00	$1,800.00	18.00	9.00	$200.00	$1,800.00		0.00	$200.00		3.00	0.00	$200.00	
2504.602	6" GATE VALVE AND BOX	EACH	2.00	0.00	$2,200.00			0.00	$2,200.00			0.00	$2,200.00		2.00	0.00	$2,200.00	
2504.602	10" GATE VALVE AND BOX	EACH	2.00	0.00	$3,200.00			0.00	$3,200.00			0.00	$3,200.00		2.00	0.00	$3,200.00	
2504.603	2" TYPE K COPPER PIPE	LIN FT	54.00	0.00	$51.00			0.00	$51.00			0.00	$51.00		54.00	0.00	$51.00	
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	82.00	0.00	$45.00			0.00	$45.00			0.00	$45.00		82.00	0.00	$45.00	
2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	385.00	0.00	65.00			0.00	65.00			0.00	65.00		385.00	0.00	65.00	
2504.604	3" POLYSTYRENE INSULATION	SQ YD	65.00	16.00	$30.00	$480.00		0.00	$30.00			8.00	$30.00	$240.00	65.00	8.00	$30.00	$240.00
2504.608	WATERMAIN FITTINGS	LBS	600.00	0.00	$3.60			0.00	$3.60			0.00	$3.60		600.00	0.00	$3.60	
2505.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LIN FT	8.00	0.00	280.00			0.00	280.00			0.00	280.00		8.00	0.00	280.00	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	29.00	58.88	450.00	$26,496.00		0.00	450.00		29.00	29.44	450.00	$13,248.00		29.44	450.00	$13,248.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	6.00	12.00	680.00	$8,160.00		0.00	680.00		6.00	6.00	680.00	$4,080.00		6.00	680.00	$4,080.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN A OR F	LIN FT	33.00	66.68	310.00	$20,670.80		0.00	310.00		33.00	33.34	310.00	$10,335.40		33.34	310.00	$10,335.40
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN C OR G	EACH	27.00	54.00	1,600.00	$86,400.00		0.00	1,600.00		27.00	27.00	1,600.00	$43,200.00		27.00	1,600.00	$43,200.00
2506.516	CASTING ASSEMBLY	EACH	27.00	8.00	$700.00	$5,600.00	8.00	8.00	$700.00	$5,600.00	18.00	0.00	$700.00		1.00	0.00	$700.00	
2506.522	ADJUST FRAME AND RING CASTING	EACH	12.00	15.00	$260.00	$3,900.00	4.00	1.00	$260.00	$260.00	8.00	7.00	$260.00	$1,820.00		7.00	$260.00	$1,820.00
2506.602	CONNECT TO EXSITING STRUCTURE	EACH	4.00	6.00	$1,200.00	$7,200.00		0.00	$1,200.00		4.00	3.00	$1,200.00	$3,600.00		3.00	$1,200.00	$3,600.00
2511.501	RANDOM RIPRAP CLASS III	CU YD	167.00	157.60	$55.00	$8,668.00	158.00	157.60	$55.00	$8,668.00		0.00	$55.00		9.00	0.00	$55.00	
2521.501	4" CONCRETE WALK	SQ FT	28790.00	12521.00	$2.65	$33,180.65	28790.00	12521.00	$2.65	$33,180.65		0.00	$2.65			0.00	$2.65	
2521.501	7" CONCRETE WALK	SQ FT	1224.00	416.00	$5.00	$2,080.00	1224.00	416.00	$5.00	$2,080.00		0.00	$5.00			0.00	$5.00	

			Total Project				Roadway SP 202-103-009, STPF-6916(186)				Storm Sewer S.P. 202-103-009, STPF-6916(186)				100% City Non-Participating			
Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price	Est. Quantity	Quantity to Date	Unit Price	Total Price
2531.501	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	13048.00	9923.00	11.50	$114,114.50	13048.00	9923.00	11.50	$114,114.50		0.00	11.50			0.00	11.50	
2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	287.00	62.80	37.50	$2,355.00	287.00	62.80	37.50	$2,355.00		0.00	37.50			0.00	$7.50	
2531.618	TRUNCATED DOMES	SQ FT	136.00	48.00	$30.10	$1,444.80	136.00	48.00	$30.10	$1,444.80		0.00	$30.10			0.00	$30.10	
2540.602	CONSTRUCT SURVEY MONUMENT	EACH	2.00	0.00	$1,200.00		2.00	0.00	$1,200.00			0.00	$1,200.00			0.00	$1,200.00	
2540.602	MAIL BOX SUPPORT	EACH	14.00	0.00	$100.00		14.00	0.00	$100.00			0.00	$100.00			0.00	$100.00	
2563.601	TRAFFIC CONTROL	LS	1.00	0.93	$8,400.00	$5,952.00	0.93	0.93	$8,400.00	$5,952.00		0.00	$8,400.00		0.07	0.00	$8,400.00	
2564.531	SIGN PANELS TYPE C	SQ FT	92.00	0.00	$34.50		46.00	0.00	$34.50			0.00	$34.50		6.00	0.00	$34.50	
2564.536	INSTALL SIGN PANEL TYPE C	EACH	20.00	3.00	$100.00	$300.00	20.00	3.00	$100.00	$300.00		0.00	$100.00			0.00	$100.00	
2573.502	SILT FENCE, TYPE MS	LIN FT	13708.00	11895.00	$2.00	$23,790.00	13107.00	11895.00	$2.00	$23,790.00		0.00	$2.00		601.00	0.00	$2.00	
2573.53	STORM DRAIN INLET PROTECTION	EACH	43.00	42.00	$200.00	$8,400.00	43.00	42.00	$200.00	$8,400.00		0.00	$200.00			0.00	$200.00	
2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	320.00	0.00	4.50		210.00	0.00	4.50			0.00	4.50		110.00	0.00	4.50	
2573.533	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	180.00	12.00	6.00	$72.00	170.00	12.00	6.00	$72.00		0.00	6.00		10.00	0.00	6.00	
2573.535	STABILIZED CONSTRUCTION EXIT	LS	1.00	0.93	$1,500.00	$1,395.00	0.93	0.93	$1,500.00	$1,395.00		0.00	$1,500.00		0.07	0.00	$1,500.00	
2574.508	FERTILIZER TYPE 3	LBS	811.00	0.00	$1.00		657.00	0.00	$1.00			0.00	$1.00		154.00	0.00	$1.00	
2575.501	SEEDING (P)	ACRE	2.10	0.00	$300.00		1.70	0.00	$300.00			0.00	$300.00		0.40	0.00	$300.00	
2575.502	SEED MIXTURE 25-131	LBS	469.00	0.00	$6.00		372.00	0.00	$6.00			0.00	$6.00		97.00	0.00	$6.00	
2575.505	SODDING TYPE LAWN	SQ YD	1603.00	0.00	$5.25		1603.00	0.00	$5.25			0.00	$5.25			0.00	$5.25	
2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	687.00	0.00	1.50		313.00	0.00	1.50			0.00	1.50		374.00	0.00	1.50	
2575.58	HYDRAULIC BONDED FIBER MATRIX	LBS	7131.00	0.00	$1.50		5871.00	0.00	$1.50			0.00	$1.50		1260.00	0.00	$1.50	
2582.501	PAVEMENT MESSAGE EPOXY - GROUND IN	SQ FT	80.00	0.00	16.90		80.00	0.00	16.90			0.00	16.90			0.00	16.90	
2582.502	4" DOUBLE SOLID LINE EPOXY	LIN FT	5962.00	0.00	$0.52		5962.00	0.00	$0.52			0.00	$0.52			0.00	$0.52	
2582.502	4" SOLID LINE PAINT	LIN FT	11924.00	0.00	$0.15		11924.00	0.00	$0.15			0.00	$0.15			0.00	$0.15	
2582.502	4" SOLID LINE EPOXY	LIN FT	12527.00	0.00	$0.26		12527.00	0.00	$0.26			0.00	$0.26			0.00	$0.26	
2582.502	6" SOLID LINE EPOXY GROUND IN	LIN FT	627.00	0.00	$5.00		627.00	0.00	$5.00			0.00	$5.00			0.00	$5.00	
2582.502	24" SOLID LINE EPOXY - GROUND IN	LIN FT	144.00	0.00	$9.80		144.00	0.00	$9.80			0.00	$9.80			0.00	$9.80	
	WORK ORDER NO. 1 - SIGNAGE/TRAFFIC CONTROL	LS	0.00	1.00	$2,730.00	$2,730.00		1.00	$2,730.00	$2,730.00								
	WORK ORDER NO. 1 - CONNECT EXISTING STORM SEWER	LS	0.00	1.00	$935.00	$935.00										1.00	$935.00	$935.00
	WORK ORDER NO. 2 - STORM SEWER REPLACEMENT	LS	0.00	1.00	$33,699.80	$33,699.80						1.00	$33,699.80	$33,699.80				
Totals						$1,594,450.70				$1,050,511.10				$288,352.20				$255,587.40

Application for Payment (continued)

Total Contract Amount	$1,861,500.00	Total Amount Earned	$ 1,594,450.70
		Material Suitably Stored on Site, Not Incorporated Into Work	
Contract Change Order No.			
Contract Change Order No.		Percent Complete 86%	
Contract Change Order No.			
Work Order No. 1	$3,665.00		
Work Order No. 2	$33,699.80		
Total Revised Contract Amount	$1,898,864.80		

Less Previous Applications:				GROSS AMOUNT DUE	$ 1,594,450.70
AFP No. 1:	167,291.41	AFP No. 6:		LESS 5 % RETAINAGE	$ 79,722.53
AFP No. 2:	314,414.75	AFP No. 7:		AMOUNT DUE TO DATE	$ 1,514,728.16
AFP No. 3:	385,992.43	AFP No. 8:		LESS PREVIOUS APPLICATIONS	$ 867,698.59
AFP No. 4:		AFP No. 9:		AMOUNT DUE THIS APPLICATION	$ 647,029.57
AFP No. 5:					

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Hermantown Street Improvement - Stebner Rd (M.S.A.S. 103), Hermantown, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 9-12-, 20 16

Uland Brothers, Inc.
(Contractor)

COUNTY OF Carlton)
STATE OF Minnesota) SS

By _____ V.P.
(Name and Title)

Before me on this 12th day of September, 20 16, personally appeared Ryan Swanson known to be, who being duly sworn did depose and say that he is the Vice President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires

LAURA L. MCMILLEN
Notary Public-Minnesota
My Commission Expires Jan 31, 2018

_____ (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

By _____

Date 09/12/2016

City of Hermantown

By _____

Date 9/12/16

WORK ORDER – MINOR EXTRA WORK NO. 2

CONTRACTOR: Ulland Brothers, Inc.	FEDERAL PROJECT NO. STPF-6916(186)	STATE PROJECT NO. S.P. 202-103-009
ADDRESS: P.O. Box 340, Cloquet, MN 55702	LOCATION OF WORK Stebner Road Street Improvement (M.S.A.S. 103)	

Issue:

1. Storm Sewer – Upon removal of existing catch basin castings for new curb installation in Arrowhead Road intersection, the existing structures were found to be deficient and improperly constructed. This was an unforeseen condition and the Engineer has determined new structures and storm sewer pipe needs to be installed across Arrowhead Road on the west side of Stebner Road intersection.

Resolution and Authorization:

1. Contractor supplied a breakdown of costs to complete this work. Those items and costs are attached.

ESTIMATE OF COST

INCREASE

ITEM	UNIT	UNIT PRICE	QUANTITY	AMOUNT
Arrowhead Rd. Storm Sewer Replacement	Lump Sum	$33,699.80	1.0	$33,699.80
			Total	**$33,699.80**

Signature	Date
Project Engineer/Supervisor	8/12/16
Contractor Authorized Representative	8/12/16
Local Agency Representative	8/12/16

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Arrowhead Road Pipe

	Description	Units	Quantity	Unit Price	Extension
2104.5	REMOVE PIPE SEWERS	LIN FT	71	$ 13.00	$ 923.00
2104.5	REMOVE CURB AND GUTTER	LIN FT	40	$ 2.10	$ 84.00
2104.5	REMOVE BITUMINOUS PAVEMENT	SQ FT	760	$ 0.90	$ 684.00
2104.5	REMOVE CONCRETE WALK	SQ FT	80	$ 1.80	$ 144.00
2104.5	REMOVE MANHOLE OR CATCH BASIN	EACH	3	$ 720.00	$ 2,160.00
2104.5	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	4	$ 3.25	$ 13.00
2104.5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	38	$ 1.65	$ 62.70
2211.5	AGGREGATE BASE (CV) CLASS 5	CU YD	38	$ 32.20	$ 1,223.60
2360.5	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	16	$ 54.60	$ 873.60
2360.5	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	11	$ 42.00	$ 462.00
2501.5	36" SPAN RC PIPE-ARCH APRON	EACH	2	$ 970.00	$ 1,940.00
2503.5	36" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	55	$ 127.50	$ 7,012.50
2503.6	CONNECT TO EXISTING STORM SEWER	EACH	1	$ 500.00	$ 500.00
2506.5	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020 (Contractor build)	LIN FT	4.0	$ 1,270.00	$ 5,029.20
2506.5	CONSTRUCT DRAINAGE STRUCTURE DESIGN 108-4020 (Contractor build)	LIN FT	4.1	$ 1,610.00	$ 6,633.20
2506.5	CASTING ASSEMBLY	EACH	2	$ 700.00	$ 1,400.00
2511.5	RANDOM RIPRAP CLASS III	CU YD	32	$ 55.00	$ 1,760.00
2521.5	4" CONCRETE WALK	SQ FT	100	$ 2.65	$ 265.00
2531.5	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	40	$ 11.50	$ 460.00
2563.5	TRAFFIC CONTROL	LUMP SUM	1	$ 2,070.00	$ 2,070.00
					$ 33,699.80

TO: Mayor & City Council

FROM: John Mulder, City Administrator

The City of Hermantown MINNESOTA

DATE:	**September 12, 2016**	**Meeting Date:**	**September 19, 2016**
SUBJECT:	**Master Subscriber Agreements**	**Agenda Item:**	**Resolution 2016-113 9-D**

REQUESTED ACTION
Approve the Master Subscriber Agreements for MN Court Data Services

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BACKGROUND

The City of Hermantown has subscribed to court data services provided online by the State of Minnesota for the last several years. This is a renewal of the agreement, which allows the City Attorney to have access to the court data services.

SOURCE OF FUNDS (if applicable)
n/a

ATTACHMENTS
Resolution
Agreement & User Acknowledgement Form
Request Form

Resolution No. 2016-113

RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER THE MASTER SUBSCRIBER AGREEMENTS FOR MINNESOTA COURT DATA SERVICES AND REQUEST FORM FOR COURT INTEGRATION SERVICES

WHEREAS, the City of Hermantown ("City") desires to subscribe to court data services provided online by the State of Minnesota; and

WHEREAS, in order to subscribe to such online services the City needs to enter into Master Subscriber Agreements for Minnesota Court Data Services ("Agreement") with the State of Minnesota; and

WHEREAS, a form of the proposed Agreements are attached hereto as **Exhibit A and Exhibit A-1**; and

WHEREAS, the City desires to allow its City Attorney to have access to such court data services as well; and

WHEREAS, in order for the City Attorney to have access to such court data services, it must enter into a Request Form for Court Integration Services ("Request"); and

WHEREAS, a form of the proposed Request is attached hereto as **Exhibit B**; and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the Agreements as shown on the **Exhibits A and Exhibit A-1** and the Request on **Exhibit B** and require such Agreements and Request be entered into.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. The Master Subscriber Agreements for Minnesota Court Data Services attached hereto as **Exhibit A and Exhibit A-1** are hereby approved.

2. The Request Form for Court Integration Services attached hereto as **Exhibit B** is hereby approved.

3. The Hermantown Administrative staff are authorized and directed to proceed in accordance with the Master Subscriber Agreements for Minnesota Court Data Services.

4. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Master Subscriber Agreements for Minnesota Court Data Services and the Request Form for Court Integration Services on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Hermantown ,
(Government Subscriber Name)

of 5105 Maple Grove Road, Hermantown, MN 55811 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental 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.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:

2.5.1 **"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 and Court Documents, as defined herein.

2.5.2 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

2.5.3 **"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.

2.5.4 **"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.

2.5.5 **"Court Documents"** means electronic images of documents that are part of or included in a court file.

2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.

2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and 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.

2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.

2.11 **"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 and/or the SCAO 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 Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.

2.12 **"SCAO"** means the State of Minnesota, State Court Administrator's Office.

2.13 **"This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.

2.14 **"Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.

2.15 **"User Acknowledgement Form"** means the form signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 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 Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 Court Case Information Provided Under Legal Mandate. When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO 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 SCAO and its licensors.

8.2 Court Data Services Databases. SCAO 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 SCAO and its licensors.

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

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government 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 SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO 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 SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 **Proprietary Notices.** Government 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 SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government 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 SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 **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, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government 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; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 **Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. **INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO'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 Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Government 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 Government 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 Government 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.

11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Polices & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved 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. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

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

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

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government 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 Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government 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 thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO 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 (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

    15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'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.

    15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'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 Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government 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 either Party at any time to enforce any of the provisions of this Agreement 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 Agreement. 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 party 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 Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement 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 Agreement, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.

22. **GOVERNING LAW.** This Agreement 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 Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government 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 Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (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.

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

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) _____

Title _____

Office _____

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology Division of State Court Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.

2. I understand that I am not to share my login and password information.

3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is 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.

4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.

5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.

6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.

7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.

8. I understand that should I violate paragraphs **3.**, **4.**, or **5.**, it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____ By: _____

Employee/Student Attorney/Contractor for Agency

MINNESOTA
JUDICIAL BRANCH

Request Form for Minnesota Government Access (MGA) Login Account

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1. Instructions to Applicant

Minnesota Government Access ("MGA") provides electronic access to appropriate court records and documents for a government agency through login accounts for the individual agency users. MGA is an Internet browser-based application that requires no installation.

This Request Form is intended for an entire government agency, not an individual user. Use this form to make the initial request for the new user accounts for the agency; not to make changes to an existing account. Only one agency may apply per form.

Complete this entire form. You may clearly print, type, or complete electronically. ***Tip:*** *This is a Microsoft Word document. To complete this form electronically: 1) save to your computer, 2) press Tab to fill out the form fields, 3) save and attach to e-mail submission.*

2. Applicant Information (ALL FIELDS ARE REQUIRED)

Today's Date:	County/City/State Agency:	Mailing Address:
09/06/2016	City of Hermantown **NOTE:** Identify your agency name as it is written on the front page of the Master Subscriber Agreement attached to this request. If you are creating a new agreement, identify your agency name at its highest level, such as Anoka County Attorney's Office, City of Willmar, or Minnesota Department of Public Safety.	5105 Maple Grove Road Hermantown, MN 55811 **County (If Statewide Agency, enter "State"):** St. Louis

Agency Account Manager (Agency Contact)		Agency Director/Manager Authorizing Request (if different than Agency Account Manager)	
Name:	Jessica Sorensen	Name:	Jim Crace
Position/Title:	law enforcement secretary	Position/Title:	Police Chief
Phone:	218-729-1208	Phone:	218-729-1202
E-mail:	jsorensen@hermantownmn.com	E-mail:	crace@hermantownmn.com

3. Individual User Account Information

Individual users (authorized employees, contractors, student attorneys) will have individual logins and passwords for MGA. **All authorized individual users in your agency who will be using MGA must register for an MGA user account before this request is submitted.**

- Attach a completed Court Administrative Tool (CAT) that lists all user information to this request.

NOTE: The signed, attached Master Subscriber Agreement requires that you keep a record of everyone who will be given access to an MGA account.

4. Individual User Acknowledgment Forms

All authorized individual users in your agency who will be using MGA must complete an Individual User Acknowledgment Form before this request is submitted. Please provide a copy of all signed Individual User Acknowledgement Forms with this request.

NOTE: The signed, attached Master Subscriber Agreement requires that all individual users sign the User Acknowledgment Forms prior to using MGA and that you keep a record of all User Acknowledgment Forms.

5. Signatures

This Request Form is submitted in connection with and made part of the most recent Master Subscriber Agreement executed by the Applicant and the State. An individual authorized to sign on behalf of and bind the government agency in written agreements signs under the Applicant signature block below.

APPLICANT		THE STATE	
By:	(signature)	**By:**	(signature)
Date:		**Date:**	
Name:	(typed)	**Name:**	(typed)
Title:		**Title:**	
Office:		**Office:**	

6. Submission

This Request Form and all required attachments should be emailed to GSAreceiving@sp.courts.state.mn.us.

TO: Mayor & City Council

FROM: Steven C. Overom, City Attorney

The City of Hermantown MINNESOTA

DATE: August 31, 2016 **Meeting Date:** **09/19/2016**

SUBJECT: **Amendment to Section 730 of the City Code** **Agenda Item: 11-A** **Ordinance No. 2016-54**

REQUESTED ACTION

To approve an Ordinance amending Section 730 – Firearms and Other Dangerous Weapons of the Hermantown City Code.

BACKGROUND

The City has received many complaints regarding waterfowl hunting on Mogie Lake and City officials desire to amend Section 730 of the Hermantown City Code to prohibit the discharge of firearms on or within 300 feet of the ordinary high water mark of Mogie Lake.

Also, Section 730 is being amended to include an exception for a person to carry a concealed firearm if such person possesses a valid permit to carry concealed pursuant to Minnesota Statute § 624.714.

SOURCE OF FUNDS (if applicable)

Not applicable.

ATTACHMENTS

Ordinance Amending Section 730 – Firearms and Other Dangerous Weapons of the Hermantown City Code

Ordinance No. 2016-54

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING SECTION 730 - FIREARMS AND OTHER DANGEROUS WEAPONS OF THE HERMANTOWN CITY CODE

Section 1. Purpose and Intent. The purpose of this Ordinance is to modify the City Code to provide clarity with respect to the regulations concerning unlawful discharge of a firearm and concealed weapons to better protect the citizens of the City of Hermantown.

Section 2. Amendment to Section 730. Section 730, Firearms and Other Dangerous Weapons, is hereby amended to read as shown on Exhibit A attached hereto.

Section 3. Changes to be inserted into the Code. The amendments to Section 730, Firearms and Other Dangerous Weapons shall be inserted in the appropriate place in the Hermantown City Code after it becomes effective.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption and immediately upon publication once in the official newspaper of the City of Hermantown.

Dated: _____

_____
Mayor

Attest:

_____
City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A

Section 730 - Firearms and Other Dangerous Weapons

730.01 Unlawful Discharge. It shall be unlawful for any person to discharge any firearms, explosives, ammunition, air guns of any kind, bows and arrows, except as permitted by Section 740, or other weapon within or into the City limits. Subject to all applicable provisions of law, shotguns without slugs may be discharged within City limits, except the discharge of a firearm is prohibited on or within three hundred feet (300') of the ordinary high water mark of Mogie Lake. It shall further be unlawful to throw any deadly missile into or within any public or private place where there is any person, livestock or property to be endangered, although no injury actually results.

730.02 Concealed Weapons. It shall be unlawful for any person to carry concealed in any manner on his or her person any weapon of the kind commonly known as a sling-shot, sand-club, metal knuckles, switch-blade, dagger, dirk, ~~revolver, pistol,~~ firearm or other dangerous weapon, except a person may carry a concealed firearm if such person has a valid permit to carry a concealed firearm pursuant to Minnesota Statutes § 624.714, as it may be amended from time to time.

730.03 Silencers. No person shall use, own or possess any firearm equipped so that a silencer may be attached to the firearm. No person shall have in his or her possession any device designed to silence or muffle the discharge of a firearm.

730.04 Prohibited Weapons. It shall be unlawful for any person to manufacture or cause to be manufactured, sell, keep for sale, offer or dispose of any instrument or weapon of the kind usually known as a sling-shot, sand club or metal knuckles.

730.05 Minors. No minor age 14 or under shall handle, or have in his or her possession or under his or her control, except while accompanied by or under the immediate charge of a parent or guardian, any firearm of any kind for hunting or target practice or any other purpose. Any minor having attained the age of 15 shall be the holder of a valid firearm safety permit. Anyone born on or after January 1, 1980, must have a safety certificate, or equivalent, or other evidence of successfully completing a hunter safety course to hunt or trap in the City.

730.06 Exceptions. The provisions of this section shall not apply to any of the armed forces of the United States of America, or to any member thereof, while engaged in the performance of duty in compliance with any of the articles of war of the United States, a statute of the United States, or any regulation, rule or order duly promulgated and issued under authority of the United States; nor to the militia of the State of Minnesota, or any member thereof, while in the performance of duty prescribed by law; nor to any sheriff, police officer, constable, marshal, highway patrol officer or any other officer authorized by law to possess and carry firearms; nor to any gun club or shooting gallery of duly licensed as such by the City nor to the holding of exhibitions of sportsmanship or to other contests involving the use of firearms where the

exhibitions or contests shall be held in and upon public grounds owned by the City under the regulations, restrictions and safeguards as the City may provide.

TO: Mayor & City Council

FROM: Josh Bergstad, Planner

DATE:	September 12, 2016	**Meeting Date:**	September 19, 2016
SUBJECT:	Land Splits and Platting (Formerly Subdivision Regulations)	**Agenda Item: 11-B & 11-C**	**Ordinance 2016-56 & Ordinance 2016-57**

REQUESTED ACTION

Hold first reading of revisions to the Hermantown Zoning Ordinance Chapter 10. Land Splits and Platting (formerly Subdivision Regulations) and Chapter 2. Definitions.

DESCRIPTION OF REQUEST

In 2015, Community Development staff began working on an overhaul of the City's land subdivision regulations. The overhaul addresses the entire ordinance but focused on two issues: flag lots and revising how administrative lot splits are handled. The title was changed from Subdivision Regulations to Land Splits and Platting to reduce confusion over the common and technical uses of the term "subdivision" and refer to the two main processes for approving land divisions: land splits via certificate of survey or registered land surveys and those requiring platting.

Definitions specific to Land Splits and Platting are included in the new ordinance. Old definitions relating to the Subdivision Ordinance included in Chapter 2 of the Zoning Ordinance will be removed.

The proposed ordinance sets up three processes to divide land.

1. Administrative Land Splits: Boundary adjustments, twin home splits, parcel combinations and simple splits resulting in up to four lots can be administratively approved by the Zoning Officer provided no road, water, sewer, or other public improvements are involved. These splits can be enacted with certificate of survey maps or registered land surveys, resulting legal descriptions, proof of ownership, and apportionment of assessments amongst resulting lots. A plat is not needed.

2. Flag Lots: Flag lots can be created for residential uses in residential zoning districts. The Flag and resulting non-flag lot must meet zoning standards as well as requirements set in 1010.04.1-10 in the proposed ordinance. Flag lot applications will require submittal of the same information as Administrative Land Splits and will require a public hearing

before the Planning and Zoning Commission and approval by the City Council. The Police and Fire Departments will be notified of flag lot applications so they can comment.

The Pole portion of the flag lot shall not exceed 500 feet in length, must be at least 30 feet wide, and the driveway must be set back 10 feet from the neighboring property line that was not used to create the flag lot. Only one flag lot may be created from any property.

3. Plats: Platting will be required for lot splits that result in more than four lots and/or any land division that requires public improvements including roads, water, or sewer. The proposed preliminary and final plat process will remain similar to the current process. Most plats will not be carried out as a combined preliminary/final plat process. The recently enacted sign notice requirement will remain in effect.

Park Dedication Fees: The City will continue to require per lot park dedication fees in lieu of land dedication. The section was updated to reflect the latest State Statute language and the changes in administrative land splits and platting.

Required Improvements: A new section that addresses how, under the guidance of a development agreement and City Engineer, public improvements such as streets, water, sewer, and stormwater are to be completed.

Development Agreement and Financial Security: A new section outlining requirements for development agreements between the City and applicant and required financial security for public improvements. The ordinance sets 125% of estimated costs as the required financial security. This codifies the standard the City currently uses.

Review Costs: State statutes allow City's to recoup professional costs from reviewing and approving plats if it is included in the ordinance. The City currently has this policy in place for professional fees including legal, engineering, and planning. This section codifies the policy.

SOURCE OF FUNDS (if applicable)
N/A

ATTACHMENTS

- Ordinances

Ordinance No. 2016-56

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING HERMANTOWN ZONING REGULATIONS CHAPTER 10, LAND SPLITS AND PLATTING

Section 1. Purpose and Intent. The purpose of this Ordinance is to delete Chapter 10. "Subdivision Regulations" in its entirety and replace it with a revised Chapter 10. "Land Splits and Platting".

Section 2. Chapter 10, "Subdivision Regulations", is hereby deleted in its entirety and replaced by a revised Chapter 10, "Land Splits and Platting", attached to this Ordinance as "Exhibit A".

Section 3. Added to Code. The terms and provisions of this ordinance shall be added in the appropriate place in the Hermantown Zoning Ordinance after adoption and becoming effective.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption immediately upon publication once in the official newspaper of the City of Hermantown and upon recording with the St. Louis County Recorder's Office.

Dated: _____

_____
Mayor

Attest:

_____
City Clerk

Adopted: _____

Published: _____

Effective Date: _____

Ordinance No. 2016-57

The City Council of the City of Hermantown does ordain:

AN ORDINANCE AMENDING HERMANTOWN ZONING REGULATIONS CHAPTER 2, DEFINITIONS

Section 1. Purpose and Intent. The purpose of this Ordinance is to amend Chapter 2. Definitions by deleting Sections 200.01.97 through 200.01.97.6.

Section 2. Chapter 2, "Definitions", is hereby amended by deleting Sections 200.01.97 through 200.01.97.6, attached to this Ordinance as "Exhibit B".

Section 3. Added to Code. The terms and provisions of this ordinance shall be added in the appropriate place in the Hermantown Zoning Ordinance after adoption and becoming effective.

Section 4. Effective Date. The provisions of this Ordinance shall be effective after adoption immediately upon publication once in the official newspaper of the City of Hermantown and upon recording with the St. Louis County Recorder's Office.

Dated: _____

_____
Mayor

Attest:

_____
City Clerk

Adopted: _____

Published: _____

Effective Date: _____

EXHIBIT A.

Chapter 10. Land Splits and Platting

Section 1000 – Purpose

Section 1005 – Definitions

Section 1010 – Approval Required

Section 1015 – Procedures for Filing, Review, and Approval

Section 1020 – Design Standards

Section 1025 – Park Dedication Fees

Section 1030 – Required Improvements

Section 1035 – Financial Security

Section 1040 – Review Costs

Section 1045 – Variances

Section 1050 – Violations and Enforcement

Section 1000 – Purpose

1000.01 Purpose. The purpose of this chapter is to administer all divisions and modifications to property boundaries in the City of Hermantown to protect and promote the public health, safety and general welfare; provide for the orderly, economical and safe development of land; promote the availability of housing affordable to persons and families of all income levels; and facilitate adequate provision for transportation, water, sewage, storm drainage, schools, parks, playgrounds and other public services and facilities.

Section 1005 – Definitions

1005.01 For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1005.01.1 Applicant means any person commencing proceedings under the terms of this section to effect a division of land or plat of land hereunder for himself, herself, or for another.

1005.01.2 Block means an area of land within a plat that is entirely bounded by streets, or by streets and the entire boundaries of the plat, or a combination of such streets and plat boundaries with a river or lake, public park, railroad rights-of-way or municipal boundaries.

1005.01.3 Cul-de-sac means a street with a single means of ingress and egress and having a turnaround at its end for a safe and convenient reversal of traffic.

1005.01.4 Easement means an interest in land granted by a property owner that entitles the easement holder to a specified use of the land.

1005.01.5 Flag Lot means a lot containing an area shaped like a "flag" which is the portion of the lot where all structures are to be located and an area shaped like a "pole" which is the portion of the lot where the vehicular access between the flag and its adjoining road shall be located.

1005.01.6 Lot means a piece, parcel or plat of land occupied or capable of being occupied by one or more structures and intended as a unit for transfer of ownership.

1005.01.7 Lot line adjustment means where platted lots share common boundaries and the common boundaries are redrawn to create new legal description, but no additional lots or parcels are created.

1005.01.8 Outlot means a lot remnant or parcel of land, which is intended as open space, drainage or other use, for which no private development is immediately planned.

1005.01.9 Plat means the drawing or map of a subdivision prepared for filing of record pursuant to M.S.A. ch. 505 and containing all elements and requirements set forth in this chapter.

1005.01.10 Plat, Final means a drawing or map of a subdivision prepared in the manner required by MSA Ch. 505 and this Chapter, approved by the City Council and in such form as required by St. Louis County for the purpose of recording.

1005.01.11 Plat, Preliminary means a drawing or map of a subdivision and supporting information prepared in the manner required by MSA Ch. 505 and this Chapter.

1005.01.12 Registered Land Survey *means the drawing or map of a plat prepared by a professional, licensed Land Surveyor for filing of record pursuant to Minnesota Statutes, Chapter 508.*

1005.01.13 Right-of-way means a strip of land occupied or intended to be occupied by a street, trail, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for other special use.

1005.01.14 Street means the entire width between property lines of a right-of-way or place dedicated, acquired or intended for the purpose of public use for vehicular traffic or access other than an alley.

1005.01.15 Subdivision means the separation of an area, parcel or tract of land under single ownership into two or more parcels, tracts, lots, or long-term leasehold interests, where the creation of the leasehold interest necessitates the creation of streets, roads or alleys, for residential, commercial, industrial or other use, or any combination thereof, except those separations:

a. Where all resulting parcels, tracts, lots, or interests will be 20 acres larger in size and 500 feet in width for residential uses;

b. Where all resulting parcels, tracts, lots, or interests will be five acres or larger in size for commercial and industrial uses;
c. Creating cemetery lots;
d. Resulting from court orders. Any division of land so decreed which does not meet zoning chapter requirements for lot area, lot width, or which does not have the required frontage on a public right-of-way is not a buildable lot.

1005.01.16 Tax parcel combination means where two or more lots with separate tax or property identification number are combined under one tax or property identification number for the purpose of receiving a single-tax statement.

1005.01.17 Tax parcel split means where one or more lots that are combined under one tax or property identification number for the purpose of receiving a single-tax statement are assigned new tax or property identification numbers for two or more of the platted lots.

Section 1010 – Scope of Regulations

1010.01 Approval Required. No person shall divide or split land, convey land, or obtain a building permit without first obtaining approval as required by these regulations.

1010.02 Exceptions to Required Platting. The foregoing provisions as referenced in Minnesota Statute 462.358 do not apply to a conveyance if the land described:

1010.02.1 Was a separate parcel of record April 1, 1945 or the date of adoption of subdivision regulations under Laws 1945, Chapter 287, whichever is later.

1010.02.2 Was the subject of a written agreement to convey entered into prior to such time, or

1010.02.3 Was a separate parcel of not less than 2-1/2 acres in area and 150 feet in width on January 1, 1966, or

1010.02.4 Was a separate parcel of not less than five acres in area and 300 feet in width on July 1, 1980, or

1010.02.5 Is a single parcel of commercial or industrial land of not less than five acres and having a width of not less than 300 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than five acres in area or 300 feet in width, or

1010.02.6 Is a single parcel of residential or agricultural land of not less than 20 acres and having a width of not less than 500 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than 20 acres in area or 500 feet in width.

1010.03 Administrative Land Splits. When in the best interest of the City the platting procedures of this Chapter may be waived by the Zoning Officer in accordance with the following:

1010.03.1 The Zoning Officer may administratively approve a land split in the following instances provided that each parcel retains minimum lot size and building setbacks required by the zoning district in which the lots are located.

1010.03.1.1 A boundary adjustment relocating a property line between adjoining parcels, provided the split does not create a new tax parcel.

1010.03.1.2 A lotsplit of an existing platted lot to accommodate the separate ownership of each unit in a single-family attached dwelling.

1010.03.1.3 A combination of two or more contiguous tax parcels into one parcel of record.

1010.03.1.4 A single-family residential lot split, other than the division of a single-family attached dwelling that contains not more than three splits where public improvements are not required. This does not include lot splits creating flag lots.

1010.03.2. Procedure for Filing, Review, and Approval of Administrative Land Splits. An application to subdivide property must be submitted to the Zoning Officer on a form provided by the City accompanied by the following:

1010.03.2.1 An application fee set by the City Council.

1010.03.2.2 A certificate of survey map for abstract land or registered land survey for Torrens land.

1010.02.2.3 A full legal description of the existing property and resulting parcels documented by all current land title records.

1010.04 Flag Lots. Flag lots may be allowed in the S-1, R-1, and R-3 Zoning Districts provided that:

1010.04.1 The resulting lots do not violate any provision of the Hermantown Zoning Regulations, Comprehensive Plan, or any other local ordinance.

1010.04.2 The width of the flag lot at the front yard setback line must meet the lot width requirements of the Hermantown Zoning Regulations.

1010.04.3 The pole portion of a flag lot shall not exceed 500 feet.

1010.04.4 The pole portion of a flag lot must have a minimum width of 30 feet, be of uniform width, be a platted part of the flag lot, and connect to a public street. The driveway shall be set back a minimum of 10 feet from the neighboring property that was not used to create the flag lot and five feet from the mother property.

1010.04.5 The pole portion of the flag lot will not be included in calculate the minimum lot area.

1010.04.6 Only one flag lot may be created from an existing/mother property.

1010.04.7 Must be used exclusively for a single-family dwelling and accessory uses.

1010.04.8 The City must determine that the creation of the flag lot will not interfere with future development of roads or interior lands.

1010.04.9 The City must determine that the flag lot provides adequate accessibility of emergency responders.

1010.04.10 All flag lots must display an address at their closest point of access to a public street for emergency responders.

1010.04.11. Procedure for Filing, Review, and Approval of Flag Lots. An application to create a flag lot must be submitted to the Zoning Officer on a form provided by the City accompanied by the following:

1010.04.11.1 An application fee set by the City Council.

1010.04.11.2 A certificate of survey map for abstract land or registered land survey for Torrens land.

1010.04.11.3 A full legal description of the existing property and resulting parcels documented by all current land title records.

1010.04.11.4 Upon receipt of a complete application the Zoning Officer will set a date for a public hearing before the Planning Commission. Not less than ten days before the public hearing, the City will publish a notice in the official newspaper and send notice by mail to the Applicant and to the owners of all property wholly or partially within 350 feet of the property to be subdivided. The Hermantown Police and Fire Departments will be notified at the same time.

1010.04.11.5 Following the hearing the Planning Commission must make a recommendation to the City Council. The Planning Commission may recommend that the City Council impose conditions on a preliminary plat approval in order to ensure compliance with this ordinance.

1010.04.11.6 After receipt of the recommendation of the Planning Commission, the City Council must consider the flag lot application and may hold whatever hearing it deems advisable. In evaluating the flag lot, the City Council must consider and adopt findings regarding compliance with this ordinance. The City Council may impose conditions on the flag lot approval. The City Council must make a decision within the time period specified in state law.

Section 1015 – Procedures for Filing, Review, and Approval of Plats

1015.01 Pre-application conference. Except in the case of an Administrative Land Split or one of the Exceptions to Required Platting the Applicant shall confer with the Zoning Officer or her representative to obtain information and guidance before incurring expenses in the preparation of plans, surveys, and other data. The Applicant is encouraged to prepare a sketch plan to serve as the basis for discussion.

1015.02 Preliminary Plat.

1015.02.1 An application to plat property must be submitted to the Zoning Officer on a form provided by the City accompanied by the following:

1015.02.1.1 An application fee set by the City Council.

1015.02.2.1.2 A full legal description of the existing property documented by all current land title records.

1015.02.1.3 A statement of the proposed use of all portions of the land to be platted.

1015.02.1.4 Owner's policy of title insurance or owner's encumbrance report. The City Attorney may require the Subdivider to also provide copies of recorded instruments that are referenced in the submitted title evidence.

1015.02.1.5 A boundary and topographic survey of the parcel being subdivided and nearby lands including: lot dimensions, all platted and recorded easements, natural features (lakes, creeks, floodplain, and wetlands), all existing structures and dimensions to show size and location, structure setbacks from all property lines, location of existing driveways, streets, utilities, existing two-foot contours, grade elevations at lot and building corners and lowest floor elevations.

1015.02.1.6 A preliminary plat that includes the proposed plat name, location and dimensions of existing and proposed easements, existing and proposed rights-of-way, and the following information for each lot proposed: lot dimension, lot area, buildable area, and driveways. The applicant shall submit three-22" x 34", one 11" x 17" and a digital copy.

1015.02.1.7 A drainage, grading, and stormwater management plan that meets the requirements of the City of Hermantown stormwater ordinance, Section 1080, Control of Post-Construction Stormwater Runoff.

1015.02.1.8 A street and utility plan that includes the proposed centerline grades of streets, street plans and profiles showing both existing and proposed grade lines, and detailed location and size of all utilities.

1015.02.1.9 A wetland delineation is required if the property incudes any wetland areas as determined by the Zoning Officer in consultation with the Technical Evaluation Panel (TEP). The delineation must be staked in the field for city staff and Hermantown TEP verification during the growing season.

1015.02.1.10 In shoreland areas, a line or contour representing the ordinary high water level, the "toe" and the "top" of bluffs, and the minimum building setback distances from the top of the bluff and the lake river, or stream; and

1015.02.1.11 A plan for soil erosion and sediment control both during construction and after development has been completed. The plan shall include gradients of waterways, design of velocity

and erosion control measures, design of sediment control measures, and landscaping of the erosion and sediment control system.

1015.02.13 Wetlands and wetland fill areas shall be shown on the preliminary and final plat.

1015.02.14 Other documents or items as may be required by Zoning Officer.

1015.02.2 Undeveloped Outlots. An Applicant may identify portions of the land to be platted which the Applicant intends to reserve for future development as an undeveloped outlot, rather than showing planned development.

1015.02.3 Upon receipt of a complete application the Zoning Officer will provide a copy of the preliminary plat to the following as appropriate: City Engineer, Superintendent of Schools for Hermantown, Public Utilities Commission of Hermantown, St. Louis County Health Department, St. Louis County Surveyor, St. Louis County Highway Department, Minnesota Department of Transportation, Minnesota Power, gas, telephone and cable company, Hermantown Police Department, Hermantown Fire Department, and Hermantown Technical Evaluation Panel, and the Commissioner of the Department of Natural Resources if the property is located in a Shoreland Overlay Zone.

1015.2.4 Upon receipt of a complete application the Zoning Officer will set a date for a public hearing before the Planning Commission. Not less than ten days before the public hearing, the City will publish a notice in the official newspaper and send notice by mail to the Applicant and to the owners of all property wholly or partially within 350 feet of the property to be subdivided.

1015.2.5 Sign Notice. Sign notice postings shall be required for all platting applications. The creation and posting of the signs shall be the responsibility of the applicant.

1015.2.5.1 Sign notice means a sign with a minimum dimensions of 24 in. by 30 in. posted as close as reasonably possible to each street frontage on the applicant's property with the text between 3 ft. and 5 ft. above grade level, with a title line reading 'Planning and Zoning Commission Notice' in letters at least 3 in. tall and with the remainder of the text in letters at least ½ in. tall. Each sign must be posted at least two weeks before the date of the public hearing and must remain in place and legible through the date of the public hearing as shown on the sign. If the sign will not be legible at the stated height due to snow accumulations it may be placed higher, but at the lowest elevation that will be legible to the public. If snow obscures the sign during the posting period, the snow shall be removed and/or the sign shall be relocated so as to be legible within 24 hours after snowfall ends. Evidence produced at or before the public hearing that one or more of the required signs were not in place or legible throughout that period shall be grounds for postponement of the public hearing and a requirement to repost the property. Required signs may not be posted in any portion of the public right-of-way.

1015.2.5.2 Content of notice. Each required notice shall include the following information:

1015.2.5.2.1 The name of the applicant;

1015.2.5.2.2 The address of the property;

1015.2.5.2.3 A narrative description of the project including the proposed land uses, size (in square feet) and height (in feet and stories) of any proposed buildings or building expansions;

1015.2.5.2.4 The type of permit or approval being sought;

1015.2.5.2.5 Contact information where additional information can be obtained from the applicant (which may be an address, telephone number, web site, or e-mail address or other electronic site or method);

1015.2.5.2.6 Contact information for the assigned City staff member;

1015.2.5.2.7 The date, time and place of the public hearing.

1015.2.6 Following the hearing the Planning Commission must make a recommendation to the City Council. The Planning Commission may recommend that the City Council impose conditions on a preliminary plat approval in order to ensure compliance with this ordinance.

1015.2.7 After receipt of the recommendation of the Planning Commission, the City Council must consider the preliminary plat application and may hold whatever hearing it deems advisable. In evaluating the plat, the City Council must consider and adopt findings regarding compliance with this ordinance. The City Council may impose conditions on the preliminary plat approval. The City Council must make a decision within the time period specified in state law.

1015.2.8 Preliminary plat approval will be void if: (1) a final plat application is not received and approved within one calendar year of preliminary plat approval; and (2) the City Council has not received and approved a written application for a time extension within the one calendar year period.

1015.03 Final Plat.

1015.03.1 A final plat application must be submitted to the Zoning Officer on a form provided by the city accompanied by an application fee set by the City Council and shall include the following:

1015.03.1.1 Final plat drawing prepared and certified by a land surveyor who is licensed in the state and presented in accordance with appropriate provisions of state statute and St. Louis County regulations. The applicant shall submit three-22" x 34", one 11" x 17" and a digital copy.

1015.03.1.1.1 Scale not less than one inch to one hundred feet (1"=100') of plat for large scale copies, twenty-two inches by thirty-four inches (22"x34"), the scale to be shown graphically on a bar scale, date, and north arrow.

1015.03.1.2 The name of the subdivision, which must not duplicate or too closely approximate the name of any existing plat recorded in St. Louis County.

1015.03.1.3 Location by section, township, range, county and state, and including descriptive boundaries of the plat, based on an accurate transverse, giving angular and linear divisions.

1015.03.1.4 The location of monuments must be shown and described on the final plant. Locations of such monuments must be shown in reference to existing official monuments on the nearest established street lines, including true angles and distances to such reference points or monuments.

1015.03.1.5 Location of lots, outlots, street rights-of-way, public highways, alleys, and parks, trails and other features, with accurate dimensions in feet and decimals of feet, with the length of radii and/or arcs of all curves, and with all other information necessary to reproduce the plat on the ground must be shown. Dimensions must be shown from all angle points of curve to lot lines.

1015.03.1.6 Lots must be numbered clearly, blocks are to be numbered, with number shown clearly in the center of the block.

1015.03.1.7 Total square footage per lot, acreage per block and total acres in plat, to be submitted separately from the plat.

1015.03.1.8 The exact locations, widths and names of all streets to be dedicated.

1015.03.1.9 Location, purpose and width of all easements to be dedicated.

1015.03.1.10 An executed copy of restrictive covenants to be submitted separately from the plat.

1015.03.1.11 Statement dedicating all easements as follows: "Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and along the designated areas marked 'utility and drainage easements'."

1015.03.1.13 Statement dedicating all streets, alleys and other public areas not previously dedicated as follows: "Streets, alleys and other public areas shown on this plat and not heretofore dedicated to public use hereby so dedicated."

1015.03.1.14 Such other information that may be required by the City.

1015.03.2 Upon receipt of the final plat the Zoning Officer will provide a copy of the final plat to the following as appropriate: City Engineer, Superintendent of Schools for Hermantown, Public Utilities Commission of Hermantown, St. Louis County Health Department, St. Louis County Surveyor, St. Louis County Highway Department, Minnesota Department of Transportation, Minnesota Power, gas, telephone and cable company, and the Commissioner of the Department of Natural Resources if the property is located in a Shoreland Overlay Zone.

1015.03.3 Upon receipt of a complete application the City shall set a date for consideration by the City Council. In evaluating the final plat, the City Council must consider and adopt findings regarding compliance with the preliminary plat approval and with this ordinance. The City Council may impose conditions on the final plat approval, which may include a development agreement. The City Council must make a decision within the time period specified in state law.

1015.03.4 Final plat approval will be void if: (1) a final plat is not recorded with St. Louis County within one calendar year of preliminary plat approval; and (2) the City has not received and approved a written request for a time extension within one calendar year of final plat approval.

Section 1020 – Design Standards of Plats

1020.01 Conformity with Comprehensive Plan and Zoning Regulations.

1020.01.1 The plat must be consistent with the Hermantown Comprehensive Plan.

1020.01.2 The land to be platted shall be suited to the purpose for which it is to be platted.

1020.01.4 The use of land proposed to be platted and proposed structures shall be consistent with the Hermantown Zoning Regulations.

1020.02 Lots and Blocks.

1020.02.1 Area. The minimum lot area, width and depth shall not be less than that established by the Hermantown Zoning Regulations in effect at the time of adoption of the final plat.

1020.02.2 Frontage. The entire required frontage of each lot must abut on a street that has been officially accepted be the City of Hermantown or other governmental body with jurisdiction over such street, except as provided for flag lots and cul-de-sacs.

1020.02.3 Side Lot Lines. Side lot lines should be at right angles to street lines, radial to curved street lines or radial to accommodate site specific topographic conditions.

1020.02.4 Double Frontage. Lots with double frontage shall not be allowed except where lots back on arterial streets or highways, or where topographic conditions render plats otherwise unreasonable.

1020.02.6 Water courses. Lots abutting upon a water course, drainage way, channel or stream in a DNR designate Shoreland Zone shall be required to abide by the regulations of the Shoreland Overlay Zone provisions of the Hermantown Zoning Regulations.

1020.02.7 Natural features. In the platting of any land, due regard shall be shown for all natural features such as tree growth, water courses, historic spots or similar conditions which, if preserved, will add attractiveness, stability, and sustainability to the proposed development.

1020.02.8 Lot remnants. All remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allowed to remain as unusable parcels.

1020.02.9 In residential areas, blocks shall be generally not less than 600 feet nor more than 1,400 feet in length measured along the greatest dimension of the enclosed block area unless minor variations are necessitated by topography or to conform to an adjoining plat.

1020.02.10 Blocks shall be generally wide enough to allow two tiers of lots except where adjoining a lake, stream, railroad or thoroughfare or where one tier of lots is necessary because of topographic conditions.

1020.02.11 Blocks for commercial and industrial areas may vary from the provisions of this section if the nature of the use requires other treatment.

1020.03 Streets.

1020.03.1 The plat must take into consideration access to existing streets and future extension of streets where appropriate.

1020.03.2 Streets must be designed and located with consideration to existing and planned streets, reasonable circulation patterns, topographical conditions, stormwater runoff, public conveyance and safety.

1020.03.2.1 If required by the City Engineer, a traffic study for the plat shall be completed by a qualified professional and shall include traffic generation, traffic distribution of the existing capacity of existing streets, and resulting level of service of existing streets at the plat build out.

1020.03.3 Streets must be designed in accordance with standards and specifications as required by the City Engineer.

1020.3.3.1 Minimum right-of-way widths for each type of public street or road shall be as follows:

Type of Street	Right-of-Way Width
Alley	20 feet
Collector Street	80 feet
Cul-de-sac	120 feet (60-foot radius)
Marginal Access Street	66 feet
Minor Street	66 feet
Thoroughfare	100 feet

1020.3.3.2 The minimum required driving lane width for various types of development shall conform with current City of Hermantown construction standards as provided by the City Engineer.

1020.03.4 Street intersections must be at right angles wherever possible.

1020.03.5 Street jogs with centerline off-sets must be at least 125 feet in length wherever possible.

1020.03.6 Where adjoining areas are not platted, but in the future may be platted, the arrangement of streets in a new plat should make provision for the proper projection of streets into adjoining areas

by carrying the new streets to the boundaries of the new plat at appropriate locations. A temporary turn around facility may be required at the closed end, in conformance with standards will be established by the City Engineer.

1020.03.7 Where a plat is to be built in phases, the street shall be extended at least 100 feet past the furthest lot in the each phase where a platted road is to connect through to the next phase. A temporary turn around facility may be required at the closed end, in conformance with standards will be established by the City Engineer.

1020.03.8 When a tract is subdivided into larger than normal building lots or parcels which have the potential for further plat, such lots or parcels should be so arranged as to permit the logical location and openings of future streets and appropriate resubdivision, with provision for adequate utility connections for such resubdivision.

1020.03.9 Dead end streets are prohibited, except as stubs to permit future street extension or when designed as cul-de-sacs.

1020.04 Cul-de-sacs.

1020.04.1 Permanent cul-de-sacs shall not exceed a length of 500 feet.

1020.04.2 Each cul-de-sac must have a closed end terminus of nearly circular shape with a right-of-way diameter of at least 130 feet.

1020.04.3 When a lot completely abuts a cul-de-sac the required frontage may be measured at the building setback line provided that the frontage at the street line is at least 75% of the required frontage.

1020.05 Sidewalks.

1020.05.1 Sidewalks a boulevard shall be provided in conformance with current City of Hermantown construction standards as provided by the City Engineer.

1020.06 Water Supply.

1020.06.1 When a plat is located within 1,000 feet of a City water main the plat design shall include water mains not less than eight inches in diameter that are accessible to all lots and tracts in the plat and include shutoff valves and fire hydrants to be installed throughout the entire plat at intervals of no more than 600 feet. The water main shall be designed and constructed in accordance with the requirement for design and construction of public waterlines imposed by all applicable governmental bodies and the City Engineer.

1020.06.2 When a plat is located more than 1,000 feet from a City waterline, consideration should be given by the Applicant to providing a private water supply system within the private.

1020.07 Storm Drainage.

1020.07.1 Surface water drainage shall be provided by storm sewers or drainage courses adequate to drain surface water from the plat and protect roadway surfaces. Storm drainage facilities shall be designed to provide positive drainage away from onsite sewage disposal systems. In designing storm drainage facilities, special consideration shall be given to protect against erosion, against siltation of surface waters and against excess runoff to adjacent properties.

1020.07.2 Where storm water from adjacent areas naturally passes through a plat, adequate provision shall be included in the plat for facilities to route the storm water through the plat to its natural outlet to maintain or replace the natural watercourse.

1020.07.3 All development shall comply with all applicable regulations governing stormwater management, and shall employ best management practices to minimize off-site stormwater runoff, maximize overland flow and flow distances over surfaces covered with vegetation, increase on-site filtration, replicate predevelopment hydrologic conditions as nearly as possible, minimize off-site discharge of pollutants to ground and surface water, and encourage natural filtration function.

1020.08 Sewage Disposal.

1020.07.1 When a plat is located within 1,000 feet of a City sewer main the plat design shall include sanitary sewer mains that are accessible to all lots and tracts in the plat. The sewer main shall be designed and constructed in accordance with the requirements for design and construction of public sewer mains imposed by all applicable governmental bodies and the specifications of the City Engineer.

1020.07.2 Storm water drainage shall not be permitted to combine with sanitary sewers nor shall sanitary sewage be permitted in storm water sewers.

1020.07.3. When a plat is located more than 1,000 feet from a City sewer main, provision must be made for sanitary sewage facilities, consisting of a central treatment plant or individual sewage treatment systems for each lot, with any and all proposed sewage facilities being subject to any regulations then currently in force.

1020.07.4 With respect to any plat or lot not provided with public sewer, soil and percolation tests shall be made by the Applicant to determine whether or not the proposed lot size will meet minimum standards of health and sanitation. Such tests shall be made under the direction of, and subject to approval by the St. Louis County Health Department.

1020.07.5 All proposed sewage disposal systems shall comply with all applicable codes and ordinances.

1020.08 Easements.

1020.08.1 If required by the City Engineer, utility easements shall be shown on the preliminary and final plat or registered land survey. Where no alleys are provided, utility easements required by the City Engineer shall be not less than five (5) feet on side lot lines and not less than ten (10) feet on rear lot

lines or based upon a utility plan approved by the City Engineer for use in erecting, construction and maintaining poles, wires, conduits, storm sewers, sanitary sewers, surface drainage, water mains, electrical lines and other public utilities reasonably required. Such easements shall be placed along rear lot lines whenever possible.

1020.08.2 If required by the City Engineer, drainage easements shall be not less than five (5) feet on side lot lines and not less than ten (10) feet on rear lot lines and at least 10 feet wide adjacent to public rights-of-way or based upon a drainage plan approved by the City Engineer. The easements must have continuity of alignment from block to block and lot to lot and at deflection points.

1020.08.2.1 Drainage easements must be provided over designated floodplain and wetland areas.

1020.08.2.2 Drainage easements must be provided over existing or proposed infrastructure for storm sewer. Such easements must be at least 10 feet in width or twice the depth of the infrastructure, whichever is greater.

1020.08.2.3 Where a plat is traversed by a water course, drainage easements must be provided over the water course and such additional area as will be adequate for the drainage of the area.

1020.08.2.4 If required, wetland and other conservation easements all be shown on the preliminary and final plat or registered land survey.

1020.08.2.4.1 Permanent boundary markers shall be placed to mark preserved wetland boundaries within in the plat and GIS coordinates shall be provided to the City.

1020.09 Solar Access.

1020.09.1 The plat shall be designed to give appropriate consideration to protecting and assuring access to direct sunlight for solar energy systems to all lots in the plat.

1020.10 Floodplain District.

1020.10.1 All lots in a plat, any part of which is in a Floodplain District, shall contain a building site at or above the regulatory flood protection elevation.

1020.10.2 All public utilities and facilities such as gas, electrical and water supply systems in a plat, any part of which is in a Floodplain District, shall be flood proofed in accordance with the Hermantown Building Code or elevated to above the regulatory flood protection elevation. In addition, such plats and lots shall have road access to the plat and to the individual building sites no lower than two feet below the regulatory flood protection elevation.

Section 1025 – Park Dedication Fees

1025.01 Findings. The City hereby determines that there is an essential nexus between each new parcel created by a land split or plator for each new commercial or industrial development and the City's need to maintain quality of life and a community value through public parks, recreational facilities, playgrounds, trails, or open spaces. Each new lot increases the need for public parks, recreational facilities, playgrounds, trails, wetlands or open spaces as a result of the increased number of residents additional lots add to the City, and each new commercial or industrial development increases the

density of development within the City and visitors to the City, which in turn leads to an increased need for public parks, recreational facilities, playgrounds, trails or open spaces.

1025.02 Pursuant to Minn. Stat. § 462.358, Subd. 2b(c) the City may accept a cash fee as set by ordinance from the applicant for some or all of the new lots created.

1025.03 The City has determined that requiring an applicant to pay a fee for creating an increased number of residents to the City and those residents' need for public parks and recreational facilities is necessary, proper and fair. Likewise, requiring an applicant to pay a fee for the increased density and/or visitors to the City that a commercial or industrial development may add to the City to be used for public parks, recreational facilities, playgrounds, trails and open space is necessary, proper and fair.

1025.04 Park dedication fees shall be placed in a dedicated fund. The fund may only be used for the acquisition and development or improvement of parks, recreational facilities, playgrounds, trails, wetlands or open space based on the approved park systems plan. Cash payments must not be used for ongoing operation or maintenance of parks, recreational facilities, playgrounds, trails, wetlands or open space.

1025.05 Park dedication fee payments shall be due at the time of final plat or lots split or flag lot approval or at a later time under terms agreed upon in the development agreement.

1025.06 Park dedication fees shall be set from time to time by the city and shall be incorporated in the annual city fee schedule.

Section 1030 – Required Improvements

1030.01 The Subdivider shall be required to design and install the following improvements per a schedule included in a development agreement that must be agreed to by the City and applicant prior the approval of the final plat by the City. The City may enforce these requirements through a development agreement or the requirement of financial security for the required improvements as described in Section 1035 – Financial Security.

1030.01.1 All streets, sidewalks, and trails located within the boundaries of the tract being platted or replatted shall be graded to established grade and surfaced with an approved material, in accordance with standards of the City Engineer;

1030.01.2 Storm sewers shall be constructed of sufficient capacity to drain the area in accordance with standards of the City Engineer;

1030.01.3 Culverts or bridges shall be built at points on watercourses crossed by streets;

1030.01.4 All improvements to streets or public utilities shall be made in accordance with City construction design standards and specifications, and shall be subject to the inspection by and approval of the City Engineer.

1030.02 All plat boundary corners, block corners, street intersection corners, and a point of tangency and curvature shall be marked with survey monuments consisting of galvanized pipes with caps (minimum 1-1/2 inch diameter) or minimum one inch deformed steel rods 36 inches in length. Lot

corners shall be marked with survey monuments consisting of iron pipes, iron rods or other metal markers. All U.S., state, county, and township and other official benchmarks, monuments or triangulation stations in or adjacent to the property shall be preserved in precise position.

Section 1035 – Development Agreement andFinancial Security

1035.01 Prior to installation of any required improvements and prior to approval of the final plat, the Applicant shall enter into a development agreement with the City requiring the Applicant to furnish and construct the improvements at his or her sole cost and in accordance with plans and specifications and usual contract conditions approved by the City.

1035.02 Prior to installation of any required improvements and prior to approval of the final plat, the Applicant must deposit with the City a letter of credit, cash escrow, or other financial guarantee acceptable to the City Attorney in an amount equal to 125% of an actual bid cost or estimate approved by the City Engineer for constructing the required improvements.

1035.03 The Applicant will have the time period agreed to in a development agreement to complete the required improvements in such a manner as to allow the City to accept the for maintenance. If said construction is not completed in the time allotted, the City may use the full value of the financial guarantee to complete the remaining construction to City standards and specifications. If the amount of funds recovered is insufficient to cover the cost of actual construction, the Council may assess the remaining cost to the properties within the plat or take other actions per terms of the development agreement.

1035.04 Any violation or non-conformance with the specifications for required improvements will be grounds for the City to issue a stop-work order on the site. In that event, no further operation with regard to the construction of required improvements within the affected plat will be allowed until the original violation or non-conformance is corrected.

1035.05 After having completed all of the required construction to the satisfaction of the City Engineer in accordance with the City's standards and specifications, the Applicant must submit the following to the city: a record of all improvements as built in the format designated by the City Engineer, the appropriate inspection fee and all required agreements and documents. After those items have been submitted to the City, the Applicant may request final acceptance of the streets and appurtenances by the City for maintenance. Final acceptance must be evidenced in writing by the City Engineer.

1035.06 All of the required improvements must be inspected during the course of their construction by the City Engineer or designee. All of the inspection costs must be paid by the Applicant.

Section 1040 – Review Costs

1040.01 Each person, by filing or submitting an application for approval by the City of a proposed plat or lot split shall have agreed to pay all administrative expenses and attorneys' fees, with interest and costs as provided in this ordinance, incurred by the City in connection with or as a result of reviewing and acting on such application. If more than one person signs an application, all signers shall be jointly

and severally liable for such expenses and fees, with interest and costs as provided. The expenses and fees to be paid to the City pursuant to this ordinance shall be payable upon demand made by the City, and if not paid within five days after the demand is made, shall bear interest from the date of demand until paid at a rate equal to the lesser of the highest interest rate allowed by law or two percentage points in excess of the reference rate. The applicants shall also pay all costs, including attorneys' fees, incurred by the City in collecting the expenses, fees and interest, with interest on such costs of collection from the dates incurred until paid, at the same interest rate as is payable on the expenses and fees.

Section 1045– Variances

1045.01 Application for variances from the specific provisions of this chapter for any plat or lot split or flag lot shall be made in accordance with and subject to the provisions of Chapter 6 of the Hermantown Zoning Regulations.

Section 1050 – Violations and Enforcement

1050.01 Any person who conveys a lot or parcel without the approval required by this ordinance must forfeit and pay to the City a penalty of not less than $1000 for each lot or parcel conveyed.

1050.02 No certificate of occupancy, building permit or other city approval will be issued for any land in a plat or lot split or flag lot that is in violation of this ordinance, until the violation has been corrected and appropriate fines and penalties have been paid.

1050.03 A person who violates this ordinance is guilty of a misdemeanor.

1050.04 The City may commence proceedings at law or in equity to prevent any violation of this section, to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises. Nothing in this section prevents the City from taking other actions permitted by law, and the penalties and remedies provided here and under law are cumulative.

EXHIBIT B.

Chapter 2. Definitions to be deleted.

200.01.97. "Subdivision" shall mean the division of a tract of land into two or more parcels, tracts, lots or long-term leasehold interests for the purpose of transfer of ownership or building development; provided that the following shall not be deemed a "subdivision:"

200.01.97.1. In any S-1 Zone District, the division of a tract of land is not a "subdivision" if:

200.01.97.1.1. All resulting parcels are five acres or more with a minimum lot width at the roadway of 300 feet;

200.01.97.1.2. All resulting parcels have uniform size and dimension (rectangular); no flag-shaped parcels or gerrymandered parcels are allowed except with a variance. The decision as to what constitutes a flag-shaped lot shall be made by the Zoning Official, subject to appeal to the Board of Appeals and Adjustments pursuant to the provisions of Section 350 of this code;

200.01.97.1.3. All resulting parcels are surveyed by a registered land surveyor;

200.01.97.1.4. The entire frontage of all the resulting parcels abut on a street that has been officially accepted by the City of Hermantown or other governmental body with a jurisdiction over such street;

200.01.97.1.5. The legal descriptions of all resulting parcels are approved by the City Engineer's office;

200.01.97.1.6. All of the resulting parcels meet the minimum area and width requirements and all other applicable zoning regulations and no non-conforming lots or parcels are created by or result from split;

200.01.97.1.7. If more than one split is foreseeable or more than ten acres are in the tract to be subdivided, the party requesting the division provides a master development plan. If a need exists, platting can be required if determined to be appropriate by the Zoning Official;

200.01.97.1.8. The City, by and through the Zoning Official, as a condition to approving the division of the tract of land pursuant to this 200.01.93.1. may require a public road easement as follows:

200.01.97.1.8.1. If a dedicated half-street exists adjacent to the tract desired to be subdivided, the other half of the street shall be dedicated within such tract.

200.01.97.1.8.2 A temporary easement may be required when any of the resulting parcels abut a dead-end street for the purpose of a turn-around until the street is extended so that it intersects with another street.

200.01.97.1.8.3. The easement is necessary in the relation to existing streets in surrounding areas or in order to prevent interior property from being landlocked.

200.01.97.8.1.4. The development of the resulting parcels will preclude development of interior parcels of land.

200.01.97.1.9. The lot acreage for determining whether any of the resulting parcels satisfies the area requirements of the Zoning Code will include unplatted road right-of-way, except for any roadway easements provided pursuant to 200.01.93.1.8 hereof.

200.01.97.2. In any R-1 Zone District, the division of a tract of land is not a "subdivision" if:

200.01.97.2.1. All of the resulting parcels have uniform size and dimensions (rectangular); no flag-shaped parcels or gerrymandered parcels are allowed except with a variance. The decision as to what constitutes a flag-shaped lot shall be made by the Zoning Official, subject to appeals to the Board of Appeals and Adjustments pursuant to Section 350 of these Zoning Regulations of the Hermantown City Council;

200.01.97.2.2. All the resulting parcels are surveyed by a registered land surveyor;

200.01.97.2.3. The entire frontage of all of the resulting parcels abuts on a street that has been officially accepted by the City of Hermantown or other governmental body with a jurisdiction over such streets;

200.01.97.2.4. The legal descriptions of all of the resulting parcels are approved by the City Engineer's office;

200.01.97.2.5. All the resulting parcels meet the minimum area and width requirements and all other zoning regulations applicable and no non-conforming lots or parcels are created by or result from such split;

200.01.97.2.6. If more than one split is foreseeable or the tract involved contains more than five acres, the party requesting the approval of the division provides a master development plan. If a need exists, platting can be required, if determined appropriate by the Zoning Official;

200.01.97.2.7. The City, by and through the Zoning Official, as a condition to approving the division of a tract of land pursuant to this 200.01.93.2., may require a public road easement be provided if:

200.01.97.2.7.1 A dedicated half-street exists adjacent to the tract desired to be subdivided, the other half of the street shall be dedicated within such tract;

200.01.97.2.7.2. A temporary easement may be required when any of the resulting parcels abuts a dead-end street for the purpose of a turn-around until such street is extended so that is intersects with another street;

200.01.97.2.7.3. The easement is necessary in the relation to existing streets in surrounding areas or in order to prevent interior property from being landlocked; and/or

200.01.97.2.7.4. The development of any of the resulting parcels to be split will preclude development of interior parcels of land.

200.01.97.2.8. The lot acreage for determining whether any of resulting parcels satisfies the area requirements of the Zoning Code will include unplatted road right-of-way, except for any roadway easements provided pursuant to 200.01.93.2.7.

200.01.97.3. In any R-3 Zone District, the division of a tract of land is not a "subdivision" if:

200.01.97.3.1. All of the resulting parcels abut on a street or road duly accepted by the City of Hermantown or other governmental body with jurisdiction over such street or road;

200.01.97.3.2. All of the resulting legal descriptions are approved by the City Engineer's office;

200.01.97.3.3. All of the resulting parcels are of uniform size and dimensions (rectangular). No flag-shape parcels or gerrymandered parcels are allowed except with a variance;

200.01.97.3.4. A survey of all of the resulting parcels by a registered land surveyor is required;

200.01.97.3.5. If more than one division is foreseeable or the original tract contains more than two acres, the party requesting approval of the division must provide a master development plan. If need exists, platting can be required if determined appropriate by the Zoning Official;

200.01.97.3.6. The City, by and through the Zoning Official, as a condition to approving the division of a tract of land pursuant to this 200.01.93.3. of a lot or lots, may require a public road easement as follows:

200.01.97.3.6.1. If a dedicated half-street exists adjacent to the tract desired to be subdivided, the other half of the street shall be dedicated within such tract.

200.01.97.3.6.2. A temporary easement may be required when any of the resulting parcels abut a dead-end street for the purpose of a turn-around until such street is extended so that it intersects with another street.

200.01.97.3.6.3. When the easement is necessary in relation to existing streets in the surrounding areas or in order to prevent interior property from being landlocked.

200.01.97.3.6.4. The development of any of the resulting parcels will preclude development of interior parcels of land.

200.01.97.3.7. Lot acreage for determining whether the resulting lot satisfies the area requirements of the Zoning Code does not include road right-of-way.

200.01.97.3.8. All of the resulting parcels meet the minimum area and width requirements and all other applicable zoning regulations and no non-conforming lots or parcels are created by or result from such split.

200.01.97.4. The division of land in a C, C-1, M-1 or M-2 Zone District shall be a subdivision and platting may be required as a condition to any Commercial Industrial Development Permit if factors described in 200.01.93.1., 200.01.93.2. and 200.01.93.3. of this definition of "Subdivision" for other zone districts would result in a plat being beneficial or required by the Zoning Official or Planning and Zoning Commission.

200.01.97.5. The division of a tract of land for the purpose of adding land to an adjoining parcel of property for all purposes and the parcel conveyed is assigned the same CVT-Plat-Parcel real estate tax number as the property to which the conveyed property is added.

200.01.97.6. For purposes of this definition of "Subdivision," "Master Development Plan" shall mean a plat sketch drawn to scale that shows the entire original parcel, any anticipated future parcel splits, any wetlands, waterways or creeks on the entire original parcel, any road or utility easements or rights-of-way on or adjoining the original parcel and the planned access to all of the parcel splits for roadway (minimum 66 foot right-of-way) and utilities (minimum 20 foot easement). Such plat sketch shall be signed by the person preparing it and dated as of the date of preparation. Although not required, developers are encouraged to obtain the assistance of the land surveyor that surveys the parcels of property in preparing the Master Development Plan.

City Council Agenda Report
September 19, 2016

Resolution 2016-106
Agenda Item: 12-A

TO: Mayor & City Council

FROM: Building Official

DATE: **September 14, 2016** **Meeting Date:** **September 19, 2016**

SUBJECT: **Storage Garage** **Agenda Item:** **Resolution 2016-106 12-A**

REQUESTED ACTION

Approve the quotation of the foundation for the storage garage.

BACKGROUND

A storage facility was determined to be needed to house city facilities maintenance vehicles and seasonal equipment.

The primary vehicles/equipment stored in this building will be the service trucks, snow removal equipment and summer mowing equipment used primarily at the city administration facility.

This project will be completed with the services of multiple specialty trade contractors instead of one general contractor.

SOURCE OF FUNDS (if applicable)

CIP Budget

ATTACHMENTS

Resolution No. 2016-106

RESOLUTION RECEIVING QUOTATIONS AND AWARDING CONTRACT FOR NEW GARAGE FOUNDATION TO WEET'S BROTHERS FLATWORK INC IN THE AMOUNT OF $8,600

WHEREAS, the City of Hermantown duly sought quotes for construction of a new garage at the Hermantown Governmental Services Building ("Project"); and

WHEREAS, a summary of the quotes received are attached hereto; and

WHEREAS, Jim Rich, Building Official reviewed the quote of the lowest bidder and found it to be technically responsive to the specifications and also investigated the experience, past record of performance and capacity of the low bidder to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, Jim Rich has recommended that the lowest bidder, Weet's Brothers Flatwork, Inc. ("Contractor") be awarded the contract for the Project; and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the contract for the construction of such improvements to Contractor; and

WHEREAS, the City Council has determined to proceed with the Project at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows:

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for the Project.

2. The bid of Contractor in the amount of $8,600 for the Project is in accordance with the plans and specifications and advertisement for quotes shall and hereby is accepted.

3. The City Council hereby elects to proceed with the Project at this time.

4. The City Attorney with the assistance of the Building Official is hereby directed to prepare a contract consistent with this Resolution between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.

5. Upon execution of such contract by Contractor and its submission of a Lien Waiver and certificate of insurance, acceptable to the City Attorney, the Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.

Councilor _____introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

TO: Mayor & City Council

FROM: Jim Rich, Building Official

The City of Hermantown MINNESOTA

DATE:	**September 14, 2016**	**Meeting Date:**	**September 19, 2016**
SUBJECT:	**Soffit and Fascia repairs to City Admin Building**	**Agenda Item:**	**Resolution 2016-107 12- B**

REQUESTED ACTION

Approve the quotation for the installation of aluminum soffit and fascia to the Administration Services Building

BACKGROUND

The Police/Fire facility and the City Administration building were originally constructed with painted wood fascia and soffit materials. (overhangs and face boards at roof edges)

These wood surfaces are in need of refinishing and range in age from 8-18 years old. These areas have never received any painting or staining since the original construction.

This project will cover all of these wood surfaces with a painted aluminum product therefore eliminating the need for painting in the future.

SOURCE OF FUNDS (if applicable)

Budgeted capital improvement 2016

ATTACHMENTS

Resolution No. 2016-107

RESOLUTION RECEIVING QUOTATIONS AND AWARDING CONTRACT FOR FASCIA AND SOFFITS AT HERMANTOWN GOVERNMENT SERVICES BUILDING TO _____ THE AMOUNT OF $

WHEREAS, the City of Hermantown duly sought quotes for fascia and soffits at Hermantown Governmental Services Building ("Project"); and

WHEREAS, a summary of the quotes received are attached hereto; and

WHEREAS, Jim Rich, Building Official reviewed the quote of the lowest bidder and found it to be technically responsive to the specifications and also investigated the experience, past record of performance and capacity of the low bidder to perform the work contracted to be performed within the stated time period; and

WHEREAS, on the basis of such review, Jim Rich has recommended that the lowest bidder, _____("Contractor") be awarded the contract for the Project; and

WHEREAS, after fully considering this matter, the City Council believes that it is in the best interests of the City of Hermantown to award the contract for the construction of such improvements to Contractor; and

WHEREAS, the City Council has determined to proceed with the Project at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows:

1. Contractor is hereby found, determined and declared to be the lowest responsible bidder for the Project.

2. The bid of Contractor in the amount of $_____for the Project is in accordance with the plans and specifications and advertisement for quotes shall and hereby is accepted.

3. The City Council hereby elects to proceed with the Project at this time.

4. The City Attorney with the assistance of the Building Official is hereby directed to prepare a contract consistent with this Resolution between the City of Hermantown and Contractor as soon as possible and submit it to Contractor for execution by it.

5. Upon execution of such contract by Contractor and its submission of a Lien Waiver and certificate of insurance, acceptable to the City Attorney, the Mayor and City Clerk are hereby authorized and directed to execute such contract for and on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

TO: Mayor & City Council

FROM: Steve Overom, City Attorney

DATE: August 31, 2016 **Meeting Date:** **09/19/2016**

SUBJECT: **Minnesota Government Data Practices Act Police Department Procedures** **Agenda Item: 12-C** **Resolution 2016-108**

REQUESTED ACTION

To approve a Resolution updating the City of Hermantown Minnesota Government Data Practices Act Police Department Procedures

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BACKGROUND

The Hermantown Police Department recently obtained and put into service an automated license plate reader.

Minnesota Statutes § 13.824 requires that the City of Hermantown Minnesota Government Data Practices Act Police Department Procedures be updated to include references to the use and employment of an automated license plate reader.

SOURCE OF FUNDS (if applicable)

Not applicable.

ATTACHMENTS

Resolution Approving the City of Hermantown Minnesota Government Data Practices Act Police Department Procedures

Resolution No. 2016-108

RESOLUTION APPROVING THE CITY OF HERMANTOWN MINNESOTA GOVERNMENT DATA PRACTICES ACT POLICE DEPARTMENT PROCEDURES

WHEREAS, pursuant to Minnesota Statutes Section 13.03, subdivision 2, the City of Hermantown is required to have procedures in place to respond to requests for data under the Minnesota Government Data Practices Act; and

WHEREAS, the City of Hermantown has determined it is necessary to have specific procedures to respond to requests for data with the City of Hermantown Police Department; and

WHEREAS, the City Attorney has updated the City of Hermantown Minnesota Government Data Practices Act Police Department Procedures ("Police Department Procedures") as shown on the attached **Exhibit A**; and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the Police Department Procedures and require them to be used by Hermantown Police Department staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota:

1. The City of Hermantown Police Department Minnesota Government Data Practices Act Procedures in the form of the one attached hereto as **Exhibit A** are hereby approved.

2. The Hermantown Police Department staff are authorized and directed to proceed in accordance with such City of Hermantown Police Department Minnesota Government Data Practices Act Procedures.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on the ____ day of _____ 2016.

CITY OF HERMANTOWN

MINNESOTA GOVERNMENT DATA PRACTICES ACT

POLICE DEPARTMENT PROCEDURES

I. Introduction.

These procedures are adopted by the City of Hermantown ("City) for use by the Hermantown Police Department to comply with the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Chapter 13 of the Minnesota Statutes.

All information maintained by the City is public unless classified as not public by a state statute or a federal law. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the public data.

II. Responsible Authority and Data Practices Compliance Official.

The person who is the responsible authority for the City under the MGDPA is the City Clerk. All MGDPA requests must be submitted to the responsible authority or a designee who will then respond to the MGDPA request. The designee(s) for the Police Department are listed on attached Exhibit 1. The Deputy Chief of Police or his/her designee is also the data practices compliance official for the Police Department and is responsible for answering questions, concerns, or complaints regarding problems in obtaining access to Police Department information.

III. Requests for Data.

A. Form of Request and Response.

Request. The request for data must be written. A City of Hermantown Information Disclosure Request Form, Minnesota Government Data Practices Act ("MGDPA Request Form"), must be completed, which is attached hereto as Exhibit 2.
An individual is not required to provide his/her name on the MGDPA Request Form, however, the burden is then on the individual to check with the responsible authority or designee on the status of the MGDPA request.

Response. The responsible authority or the designee will then respond to the MGDPA request.

If the data is maintained in electronic format and is requested to be electronic format, then it may be provided in that medium. This does not mean that the City will provide the data in an electronic format or program that is different from what the City has.

B. Time Limits.

Requests. MGDPA requests will be received and processed only during normal business hours.

Response. Responses to MGDPA requests will be made at the time of the request or as soon thereafter as possible. If the data requested is Data on Individuals, by the subject of the data, responses will be made at the time of the request or within ten (10) days, excluding Saturdays, Sundays and Holidays.

Responses will be in writing, on the MGDPA Request Form submitted. If the responsible authority or the designee denies the request for data, the specific legal authority including the statutory section must be given.

C. **Fees.** Fees will be charged according to the City's Fee Schedule and the policy attached as Exhibit 3.

D. **Standing Requests**. A person requesting data may make a standing request to inspect or receive copies of public data. Except for standing requests for notices of meetings and copies of agendas, which remain in effect until terminated by the person requesting such data, pursuant to existing practice of the City that mimics the policy of the Minnesota Department of Administration, standing requests will expire three (3) months after the initial request unless the person requesting the data renews the standing request no more than ten (10) days prior to the expiration of the most recent standing request for such data.

IV. Data on Individuals.

Information about individual people is classified by law as public, private, or confidential.

A. People Entitled to Access.

Public information about an individual may be shown or given to anyone.

Private information about an individual may not be shown or given to the public, but may be shown or given to:

- The individual, but only once every six months, unless a dispute has arisen or additional data has been collected.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.

- People about whom the individual was advised at the time the data was collected. A Tennessen Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.

- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

Confidential information may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.

- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Request. Any individual may request, in writing, to know if the City has stored data about that individual and whether the data is classified as public, private, or confidential. The individual must be shown public or private data without charge, and can request an explanation of the content and the meaning of the data.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

D. Summary Data. Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public, unless classified as otherwise by Minnesota Statute or federal law. The responsible authority or designee will prepare summary data on private or confidential data upon request, if the request is in writing and the requesting party pays for the cost of preparation. Within ten (10) days of receiving a request for summary data, the responsible authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. .

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The responsible authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the responsible authority determines that

access by this outside agency or person will not compromise the privacy of the private or confidential data.

E. Juvenile Records. The following applies to ***private*** (not confidential) data about people under the age of 18.

Parental Access. In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. "Parent" means the parent or guardian of a juvenile data subject, or individual acting as a parent or guardian in the absence of a parent or guardian. The parent is presumed to have this right unless the responsible authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.

Notice to Juvenile. Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). A Tennessen Warning – Juvenile, attached as Exhibit 6, or a form reasonably similar, must be completed when information is requested.

Denial of Parental Access. The responsible authority or designee may deny parental access to private data when the juvenile requests this denial and the responsible authority or designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the responsible authority or designee will consider:

- Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect the juvenile from physical or emotional harm,
- Whether there is reasonable grounds to support the juvenile's reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.

The responsible authority or designee may also deny parental access without a request from the juvenile under Minnesota Statutes Section 144.335.

V. Data Not on Individuals.

Information not on individuals is classified by law as public, nonpublic, or protected nonpublic.

A. People Entitled to Access

Public information that is not about an individual may be shown or given to anyone.

Nonpublic information that is not about an individual may not be shown or given to the public, but may be shown or given to:

- The subject of that data, if any.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the subject was advised at the time the data was collected. A Tennessen Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

Protected Nonpublic information that is not about an individual may **not** be shown or given to the subject of the data, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

B. Request. Any individual may make a request, in writing, for public data not on individuals.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

VI. Data on Decedents.

Information on decedents is classified as public, private, or confidential. Upon the death of a data subject, private data and confidential data become classified as private data on a decedent and confidential data on a decedent. Private data on a decedent and confidential data on a decedent become public ten (10) years after the individual's death and thirty (30) years after the creation of the data. There is a presumption of death if ninety (90) years has passed since the data was created or the persons birth, unless there is proof otherwise.

A. People entitled to Access.

Public information about a decedent may be shown or given to anyone.

Private information about a decedent may not be shown or given to the public, but may be shown or given to:

- The representative of the decedent.
- A person who has been given access by the express written consent of the data subject. This consent must be on the Consent to Release Private Data form, attached as Exhibit 4, or a form reasonably similar.
- People who are authorized access by the federal, state, or local law or court order.
- People about whom the individual was advised at the time the data was collected. A Tennessen Warning, attached as Exhibit 5, or a form reasonably similar, must be completed when information is requested.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

Confidential information about a decedent may **not** be shown or given to the representative, or to the public, but may be shown or given to:

- People who are authorized access by federal, state, or local law or court order.
- People within the City staff, the City Council, and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.
- A trustee in cases of a wrongful death action.

B. Request. Any individual may request public data on decedents.

C. Identification of Requesting Party. The responsible authority or designee must verify the identity of the requesting party as a person entitled to access of non-public data. This can be through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

VII. Collection of Data on Individuals.

The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a *Tennessen* warning. This warning must contain the following:

- the purpose and intended use of the requested data,
- whether the individual may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.

A *Tennessen* warning is not required when an individual is requested to supply investigative data to a law enforcement officer. A *Tennessen* warning may be on a separate form or may be incorporated into the form which requests the private or confidential data. See attached Exhibit 6.

VIII. Challenge to Data Accuracy.

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioners of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The responsible authority will correct any data if so ordered by the Commissioner.

IX. Complaints.

An individual may file a complaint alleging a violation of the MGDPA with the district court pursuant to Minnesota Statutes Section 13.08, Subdivision 4 (2010), as it may be amended from time to time or with the Office of Administrative Hearings pursuant to Minnesota Statutes Section 13.085 (2010), as it may be amended from time to time.

X. Data Protection.

A. Accuracy and Currency of Data.

All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous. All records must be disposed of according to the City's records retention schedule.

B. Data Safeguards.

Not public data are any data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

Not public data will be stored in files or databases, which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.

Not public data must be kept only in City offices, except when necessary for City business.

Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain not public data. These employees will be instructed to:

- not discuss, disclose, or otherwise release not public data to City employees whose job responsibilities do not require access to the data,
- not leave not public data where non-authorized individuals might see it, and
- shred not public data before discarding.

When a contract with an outside party requires access to not public data, the contracting party will be required to use and disseminate the information consistent with the MGDPA.

C. Investigation of Data Breaches.

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, if the Police Department discovers a data breach, it must disclose that breach to the subject of the data, and the person must be informed that the entity will perform an investigation of the data breach, and instructions on how the report can be accessed after completion. The report must contain, at a minimum, the following information:

- A description of the type of data that was accessed or acquired,
- The number of individuals whose data was improperly accessed or acquired,
- If there has been a final disposition of disciplinary action, the name of each employee determined to be responsible for the unauthorized access or acquisition, and
- The final disposition of any disciplinary action taken against each employee in response.

The Responsible Authority shall issue the above-mentioned report.

D. Annual Security Assessment.

Pursuant to Minnesota Statutes Section 13.055, as it may be amended from time to time, the Chief shall conduct a comprehensive security assessment of any personal information maintained by the Police Department.

E. Employee Penalties.

Pursuant to Minnesota Statutes Section 13.09, as it may be amended from time to time, the knowing unauthorized acquisition of not public data is a misdemeanor and constitutes just cause for suspension without pay or dismissal of the Police Department employee.

F. Not Public Data.

Data that is not public data will be referred to in these Procedures as not public data.

XI. Criminal Investigative Data.

Pursuant to Minnesota Statutes Section 13.82, criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person, whether known or unknown, for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is active. Certain arrest, request for service, and response or incident data is public and upon request, the responsible authority or designee shall provide such data on the form attached as Exhibit 7. However, the identity of certain individuals may be protected including juvenile witnesses when the police department reasonably determines

that the subject matter of the investigation justifies protecting the identity of the witness. This shall be at the discretion and in the best judgment of the responsible authority for designee.

XII. Access to Data for Crime Victims.

Pursuant to Minnesota Statutes Section 13.82, subdivision 13, upon receipt of a written request, the prosecuting authority shall release investigative data collected by the Hermantown Police Department to the victim of a criminal act or alleged criminal act or to the victim's legal representative unless the release to the individual subject of the data would be prohibited under section 13.821 or the prosecuting authority reasonably believes:

(a) that the release of that data will interfere with the investigation; or

(b) that the request is prompted by a desire on the part of the requester to engage in unlawful activities.

XIII. Copyrighted Data.

Certain data may be protected under the copyright laws of the United States. Copyrighted data may be shown to a requestor but the City may not make copies of copyrighted data unless authorized to do so by court order (see e.g. *National Council on Teacher Quality v. Minnesota State Colleges & Universities, et al, 2013 WL 3968735 (Minn. Ct. App. 2013)*). A warning in the form of the one attached as Exhibit 9, or a form containing reasonably similar language, must be included at the beginning of any reproduction of any material made by the Hermantown Police Department, including so called watchguard DVDs.

Revised 09/16

City of Hermantown
Police Department
5111 Maple Grove Road
Hermantown, MN 55811
218-729-1200 (phone)
218-729-1201 (fax)
www.hermantownmn.com

EXHIBIT 1

Deputy Chief of Police or his/her designee

EXHIBIT 2

CITY OF HERMANTOWN
INFORMATION DISCLOSURE REQUEST FORM
Minnesota Government Data Practices Act

A. Completed by Requester

REQUESTeR NAME (Last, First, M):	DATE OF REQUEST:
STREET ADDRESS:	PHONE NUMBER:
CITY, STATE, ZIP CODE:	SIGNATURE:
DESCRIPTION OF THE INFORMATION REQUESTED:	

B. Completed by Department

DEPARTMENT NAME:	HANDLED BY:
INFORMATION CLASSIFIED AS: __ PUBLIC ____NON-PUBLIC __ PRIVATE ___PROTECTED NON-PUBLIC __ CONFIDENTIAL	ACTION: ____APPROVED ____APPROVED IN PART ____DENIED
REMARKS OR BASIS FOR DENIAL INCLUDING STATUTE SECTION:	
PHOTOCOPYING CHARGES: __ None __ ___PAGES X ____CENTS = _____ __ SPECIAL RATE _____ (attach explanation)___	Identity verified for private information: ____IDENTIFICATION: DRIVERS LICENSE, STATE ID, ETC. ____COMPARISON WITH SIGNATURE ON FILE ____PERSONAL KNOWLEDGE ____OTHER:_____
AUTHORIZED SIGNATURE:	DATE:

** The information that you are asked to provide is classified by state law as public. Our purpose and intended use of this information is to consider your request. You are not legally required to provide this information. You may refuse to provide this information. If you do not provide the requested information we will not be able to contact you to let you know when the response to your request has been completed. Other persons or entities may be authorized by law to receive this information.*

EXHIBIT 3

Policy for Fees for Providing Copies of Public Government Data

This document is intended to guide government entities in determining an appropriate fee for providing copies of public government data when the requester is not the subject of the data *and* the copy fee is not established specifically by statute.

Minnesota Statutes, section 13.03 provides that, if a person requests copies or electronic transmittal of public government data, and the requester is not the subject of the data, the responsible authority for the government entity *may* require the requester to pay a fee. Amendments to section 13.03 in 2005 require entities to calculate any fee that is charged by using *one* of the two methods below. (Minnesota Session Laws 2005, Chapter 163, section 8, effective August 1, 2005.) Regardless of which method is used, the entity may not charge for separating public data from not public data.

If a fee for responding to a data request as calculated below is less than $10.00, no fee will be charged unless the data request is part of a series of requests that is designed to avoid the imposition of a fee.

Fee Calculation Method I

If 100 or fewer pages of black and white, letter or legal size paper copies are requested, the entity may charge a per-page fee of not more than 25 cents for each page copied (50 cents for a two-sided copy). The entity is authorized to charge only the per-page fee and cannot require the requester to pay any of the costs listed in Fee Calculation Method II. This provision should not be interpreted to permit division of a single request into requests for copies of fewer than 100 pages in order to avoid charging a fee based on the actual costs of providing copies.

Exceptions:

The entity may require the requester to pay the actual costs of providing a copy of data in a format or program than is different from how the City stores the data.
The entity may require the requester to pay the actual costs of making and certifying copies of individual data and data that has commercial value.

All fees must be paid prior to the data being released to the requestor.

Fee Calculation Method II

If 101 or more pages of black and white, letter or legal size paper copies are requested, , the entity may require the requester to pay the actual costs of searching for and retrieving the data, including the cost of employee time, and for making, certifying, compiling and electronically transmitting copies of the data or the data themselves.

Additional criteria for determining copy costs using Method II are set forth at Minnesota Rules, part 1205.0300, subpart 4. The entity may not charge a minimum fee. Certain advisory opinions, issued pursuant to Minnesota Statutes, section 13.072, have established the following criteria for determining copy costs using Method II. (See the opinion index on IPAD's website; specifically, the topical index category, Copy costs.)

The City may require a deposit of $500.00 on all requests that the Responsible Authority determines will be over 100 pages. Such deposit shall be made prior to the City compiling the data. If this amount is in excess of the actual costs incurred by the City then the excess amount shall be returned when the data is released to the requestor. If this amount is less than the actual amount incurred by the City then the additional amount will be required to be paid before the data is released to the requestor.

Costs that *may be included* as long as they are *reasonable*:

♦ Staff time required to:
  Retrieve documents
  Sort and label documents, *only* if necessary to identify the data to be copied
  Remove staples or paper clips
  Take documents to copier for copying
  Copy documents

Notes: The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed. The requirement that data be kept in a manner that makes them easily accessible for convenient use may limit the entity in charging for staff time.

♦ Materials (paper, copier ink, staples, magnetic tapes, video or audio cassettes, etc.)

♦ Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data. *Note:* Computerized data must be kept in a manner that makes the data easily accessible for convenient use.

♦ Mailing costs

♦ Vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies (for example, when the entity is unable to provide copying services for photographs, oversized documents, videos, etc.)

♦ Electricity costs when the requester uses own scanner to make an unusually large number of copies

Costs that *may not* be included:

♦ Purchase or rental of copier

♦ Maintenance of copier

♦ Normal operating expenses of computer/copier, including electricity used, and machine wear/tear

♦ Depreciation of copier

♦ Staff time required to:

Separate public from not public data
Open a data request that was mailed
Sort, label or review data, *if not necessary* to identify the data to be copied
Return documents to storage
Provide information about the data to the requester (i.e., explain content and meaning of data)
Prepare data for mailing
Prepare cover letter, fax sheet or invoice for copies
Credit payment and perform other associated accounting functions

Note: The entity may not assess a fee for labor costs (wages/salary plus benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed

♦ Administrative costs that are not related to copying

♦ Records storage

♦ Sales tax

♦ The entire cost of operating a multi-tasked computer for a measured unit of time, when fulfilling a request for copies was only one of the tasks performed during that unit of time

♦ Costs incurred because data are not maintained in a manner that makes them easily accessible for convenient use

♦ Search and retrieval costs when data are inspected but no copies are requested

EXHIBIT 4

CONSENT TO RELEASE PRIVATE DATA

I, _____, authorize the City of Hermantown ("City") to release the following private data about me:

_____

_____

_____ to the following person or people:

_____

_____

The person or people receiving the private data may use it only for the following purpose or purposes: _____

_____

This authorization is dated _____ and expires on _____.
The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

I agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

The undersigned has read this form and understands it.

Dated this _____ day of _____, 20__.

_____
Print Name

_____
Signature and Title (if signing on behalf of an entity)

IDENTITY VERIFIED BY:

Witness: X_____

Identification: Driver's License, State ID, Passport, other: _____

Comparison with signature on file

Other: _____

Responsible Authority/Designee: _____

EXHIBIT 5

TENNESSEN WARNING
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: _____
_____.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows:_____
_____.

The undersigned has read this advisory and understands it.

Dated this _____ day of _____, 20__.

_____
Print Name

_____
Signature and Title (if signing on behalf of an entity)

EXHIBIT 6

TENNESSEN WARNING - JUVENILE
Data Practices Advisory

The information that you are asked to provide is classified by state law as either public, private or confidential. Public data is information that can be given to the public. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to consider: _____
_____.

You are not legally required to provide this information.

You may refuse to provide this information.

The consequences of supplying or refusing to supply data are that your request or application may not be considered or it may be denied.

Other persons or entities may be authorized by law to receive this information. The identity of those persons or entities, if known, are as follows:_____
_____.

If you are providing private data, you may request that the private data not be released to your parent or guardian. Please state any such request here:_____
_____.

The undersigned has read this advisory and understands it.

Dated this _____ day of _____, 20__.

_____
Print Name

_____
Signature and Title

EXHIBIT 7

SAMPLE CONTRACT PROVISION

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "MGDPA"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

EXHIBIT 8

CITY OF HERMANTOWN POLICE DEPARTMENT

ARREST / REQUEST FOR SERVICE / RESPONSE OR INCIDENT DATA

Pursuant to Minnesota Statutes Section 13.82, Subdivisions 2, 3 and 6 certain data created or collected by the Hermantown Police Department, which documents the agency's response to a request for service including, but not limited to, responses to traffic accidents, or which describes actions taken by the agency including arrests may be public government data.

The following is public data:

1. Date, time and place of the action;
2. The nature of the request or the activity complained of;
3. The name and address of the individual making the request unless the identity of the individual qualifies for protection under subdivision 17;
4. The response initiated and the response or incident report number;
5. Agencies, units of agencies and individual agency personnel participating in the action unless the identities of agency personnel qualify for protection under subdivision 17;
6. Any resistance encountered by the agency;
7. Any pursuit engaged in by the agency;
8. Whether any weapons were used by the agency or other individuals;
9. A brief factual reconstruction of events associated with the action;
10. Names and addresses of witnesses to the agency action or the incident unless the identity of any witness qualifies for protection under subdivision 17;
11. Names and addresses of any victims or casualties unless the identities of those individuals qualify for protection under subdivision 17;
12. The name and location of the health care facility to which victims or casualties were taken;
13. Dates of birth of the parties involved in a traffic accident;
14. Whether the parties involved were wearing seat belts;
15. The alcohol concentration of each driver;
16. The charge, arrest or search warrants, or other legal basis for the action;

17. Whether and where the individual is being held in custody or is being incarcerated by the agency;

18. The date, time and legal basis for any transfer of custody and the identity of the agency or person who received custody;

19. The date, time and legal basis for any release from custody or incarceration;

20. The name, age, sex and last known address of an adult person or the age and sex of any juvenile person cited, arrested, incarcerated or otherwise substantially deprived of liberty;

21. Whether the agency employed an automated license plate reader, wiretaps or other eavesdropping techniques, unless the release of this specific data would jeopardize an ongoing investigation; and

22. The manner in which the agencies received the information that led to the arrest and the names of individuals who supplied the information unless the identities of those individuals qualify for protection under subdivision 17.

EXHIBIT 9

DATA INVENTORY

This is an inventory of private and nonpublic data categories and classifications at the City of Hermantown Police Department. All other data are presumed public.

Not public data are only accessible to police officers, clerical staff, and attorneys ("Hermantown Police Department Staff") whose work assignments reasonably require access to that data.

City of Hermantown Police Department
5111 Maple Grove Road
Hermantown, MN 55811

Police Department Data Practices Compliance Official: Deputy Chief Shawn Padden, padden@hermantownmn.com, (218) 729-1200.

Responsible Authority: Debbie Lund, dlund@hermantownmn.com, (218)729-3600.

Category of Data:

Criminal Investigative Data
Investigative data collected or created by the Hermantown Police Department in order to prepare a case against a person, whether known or unknown, for the commission of a crime is classified as private, confidential and/or protected non-public while the investigation is active pursuant to Minnesota Statutes § 13.82. See also, Minnesota Statutes §§ 13.80, 13.85, 13.87, 169.09, 168.10, 169A.70, 171.043, 171.07, 171.071, 171.12, 171.32, 299A.61, 299C.065, 299C.091, 299C.093, 299C.095, 299C.46, 299C.48, 299C.53, 299C.56, 611.272, 626.53, 609.324, 609.3452, 609.3471, 626.556, 626.5563, 626.557, 626.558, 626.5593, 626.89, 629.341, 260B.171, 260B.198, 260B.235, 299C.68, 299F.035, 299F.04, 299F.05, 299F.054, 299F.055, 299F.056, 299F.095, and 299F.096.
Employee Work Access: All Hermantown Police Department Staff.

Computer Data
Electronic access data may be classified as private and/or non-public pursuant to Minnesota Statute § 13.15.
Employee Work Access: All Hermantown Police Department Staff.

Security Data
Government data the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is classified as private and/or non-public pursuant to Minnesota Statutes § 13.37.
Employee Work Access: Chief and Deputy Chief.

Personnel Data
Data on current and former employees, applicants, or volunteers are or may be classified as private pursuant to Minnesota Statutes § 13.47.
Employee Work Access: Chief and Deputy Chief.

Background Investigation and Criminal History Check Data
Background Investigations and/or Criminal History Check data may be classified as private and/or confidential pursuant to Minnesota Statute §§ 13.82 and 13.87.
Employee Work Access: All Hermantown Police Department Staff.

Child Abuse Identity Data
Active or inactive investigative data that identify a victim of child abuse or neglect are private data and active or inactive investigative data that identify a reporter of child abuse or neglect are classified as confidential pursuant to Minnesota Statues § 13.82, subd. 8.
Employee Work Access: All Hermantown Police Department Staff.

Vulnerable Adult Identity Data
Active or inactive investigative data that identify a victim of vulnerable adult maltreatment are private data and active or inactive investigative data that identify a reporter of vulnerable adult maltreatment are classified as private pursuant to Minnesota Statutes § 13.82, subd. 10.
Employee Work Access: All Hermantown Police Department Staff.

Juvenile Data.
Active or inactive investigative data regarding juveniles are or may be classified as private pursuant to Minnesota Statutes Chapter 260B.
Employee Work Access: All Hermantown Police Department Staff.

Firearms Data
Data about the purchase or transfer of firearms and applications for permits to carry firearms is classified as private pursuant to Minnesota Statutes § 13.87.
Employee Work Access: All Hermantown Police Department Staff.

Examination Data
Completed versions of personnel and licensing examinations are Private Data, unless the Responsible Authority determines that they should be confidential because access would compromise the objectivity, fairness, or integrity of the examination process pursuant to Minnesota Statutes § 13.34.
Employee Work Access: Chief and Deputy Chief.

Property Data
Identities of individuals that register complaints concerning the use of real property are classified as confidential pursuant to Minnesota Statutes § 13.44.
Employee Work Access: All Hermantown Police Department Staff.

Automated License Plate Reader Data
Data collected by an automated license plate reader are classified as private and/or nonpublic pursuant to Minnesota Statutes § 13.824.

Employee Work Access
Chief of Police and his/her designees

EXHIBIT10

WARNING

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TO: Mayor & City Council

FROM: Steven C. Overom, City Attorney

The City of Hermantown MINNESOTA

DATE: September 6, 2016 **Meeting Date:** **09/19/2016**

SUBJECT: **Electronic Access to the State of Minnesota's Criminal Justice Communications Network** **Agenda Item: 12-D** **Resolution 2016-109**

REQUESTED ACTION

To approve a Resolution approving the State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Amendment with the Prosecuting Attorney and Police Department

---

BACKGROUND

The City of Hermantown previously entered into a State of Minnesota Joint Powers Agreement and Court Data Services Subscriber Agreement ("Agreement") to allow for the exchange of data for e-charging for both Prosecuting Attorney and Police Department.

The Agreements will be expiring soon and new Agreements must be entered into.

SOURCE OF FUNDS (if applicable)

There are currently no fees to electronically access the State of Minnesota's records and documents. The City will be notified prior to any fees being introduced in the future.

ATTACHMENTS

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

Resolution No. 2016-109

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

WHEREAS, the City of Hermantown on behalf of its Prosecuting Attorney and Police Department desires to enter into a Joint Power Agreement and Court Data Services Subscriber Amendment (collectively "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.

WHEREAS, a form of the proposed Agreements for the City Attorney is attached hereto as **Exhibit A** and the Police Department is attached hereto as **Exhibit B**; and

WHEREAS, the City Council has considered this matter and believes that it is in the best interests of the City of Hermantown to approve the Agreements as shown on the **Exhibit A** and **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hermantown, Minnesota as follows:

1. That the Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Hermantown on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

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

3. To assist the Authorized Representative with the administration of the Agreements, Deputy Chief Shawn Padden is appointed as the Authorized Representative's designee.

4. That Prosecuting Attorney, Shawn B. Reed, or his 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.

5. To assist the Authorized Representative with the administration of the Agreements, Christopher S. Davis, Jr. is appointed as the Authorized Representative's designee.

6. That the Mayor and City Clerk are authorized to sign the Agreements attached hereto as **Exhibit A** and **Exhibit B**.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

EXHIBIT A

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

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

Recitals

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

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

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://app.dps.mn.gov/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. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

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

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

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

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

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

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to

the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

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

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Shawn Reed, Prosecuting Attorney, 31 W. Superior Street, Suite 402, Duluth, MN 55802, (218) 726-0805, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: CITY OF HERMANTOWN
(PRINTED)

By _____
Wayne Boucher, Its Mayor

And by_____
Deborah Lund, Its City Clerk

Dated:_____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Hermantown 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 111803, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

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

Name: CITY OF HERMANTOWN
(PRINTED)

By _____
Wayne Boucher, Its Mayor

And by _____
Deborah Lund, Its City Clerk

Dated: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

EXHIBIT B

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

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

Recitals

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

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

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://app.dps.mn.gov/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. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

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

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

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

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

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

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to

the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

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

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

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

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

3 Payment

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Chief James Crace, 5111 Maple Grove Road, Hermantown, MN 55811, (218) 729-1204, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the

Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

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

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

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and

tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: CITY OF HERMANTOWN
(PRINTED)

By _____
Wayne Boucher, Its Mayor

And by_____
Deborah Lund, Its City Clerk

Dated:_____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Hermantown on behalf of its Police Department ("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 111805, 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:

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

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

j. **"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.

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

l. "**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.

m. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

n. "**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.

o. **"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.

p. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.

q. **"Subscriber"** shall mean the Agency.

r. **"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.

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

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

e. 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.

f. 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.

g. 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.

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

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

1. SUBSCRIBER (AGENCY)

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

Name: CITY OF HERMANTOWN
(PRINTED)

By _____
Wayne Boucher, Its Mayor

And by _____
Deborah Lund, Its City Clerk

Dated: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

City Council Agenda Report
September 19, 2016

Resolution 2016-110
Agenda Item 12-E

TO: Mayor & City Council

FROM: John Mulder, City Administrator

The City of Hermantown MINNESOTA

DATE: September 13, 2016 **Meeting Date:** **9/21/19**

SUBJECT: **2017 Proposed General Fund Budget** **Agenda Item:** **Resolution 2016-110 12-E**

REQUESTED ACTION

Adopt preliminary proposed property tax levy and set the Truth in Taxation hearing.

BACKGROUND

The Preliminary 2017 Budget Booklet is attached. The booklet explains in details the changes to revnues and expenditures. Expenditures in the General Fund have increase 10.6%. or $500,764. With the loss of Local Government Aid, the tax levy is proposed to increase 16.95%. This will have an impact of approximately 12.35% on the average tax bill. The City Council must set the preliminary levy on Monday September 19, 2016 and will then take final action following the public hearing to be held on December 5, 2016.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Resolution 2016-110
2017 Preliminary General Fund Workbook

Resolution No. 2016-110

RESOLUTION TO ADOPT THE PROPOSED PROPERTY TAX AND PROPOSED BUDGET FOR TAXES PAYABLE 2017 AND SCHEDULING THE TRUTH IN TAXATION HEARING

WHEREAS, the City Council will hold a Truth In Taxation Hearing on Monday, December 5, 2016 at 6:30 p.m.

BE IT RESOLVED, by the City Council of the City of Hermantown, County of St. Louis, Minnesota, that the following sums of money be levied for the current year, collectible in 2017, upon taxable property in the City of Hermantown, for the following purposes:

General Fund Levy	$4,594,726
General Obligation Bonded Debt	$ 81,358
Other Debt	$ 49,547
HEDA Levy	$ 76,000
Total levy	$4,801,631

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of St. Louis County, Minnesota.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

The City of Hermantown MINNESOTA

2017 Budget Workbook

Preliminary General Fund Budget

September 19, 2016

Council/Departments

2017 Preliminary Budget Message
September 19, 2017

Preliminary Budget: Attached is a preliminary City of Hermantown General Fund Budget for 2017. The budget is submitted at this time because of state imposed deadlines for Truth in Taxation purposes. The Council will be asked to set the preliminary levy and a public hearing date of December 5, 2016 at the City Council meeting on September 19, 2016. The preliminary levy and the budget hearing date must be approved by the City Council and submitted to St. Louis County by September 30. This budget represents the maximum proposed levy. The City Council may lower the proposed tax levy between now and the final approval which is scheduled for December 5, 2016. This preliminary budget needs greater scrutiny and direction from the City Council related to their comfort level of expenses and taxes.

Acknowledgements: Before getting into the substance of the preliminary budget it is important to thank Liz Middlemist and Kevin Orme. In 2015 we made changes to the budget process in order to improve budget submissions by the department and review by Administration and Finance. A schedule was created with certain tasks to be completed by certain dates. The revised schedule and forms have helped us stay on tasks and on schedule. Ms. Middlemist and Mr. Orme have organized the information and done all of the necessary behind the scenes work to keep the budget on schedule even as we have had to make adjustment to how we prepare budgets. The hard work of budgets is in the details, and Ms. Middlemist took care of much of the details. I truly appreciate the team work with the Finance Department during this process. The Department Heads and the employees of City Hall have been very helpful throughout this process.

Council Priorities: In January 2015, the City Council identified various tasks and projects they would like to see accomplished over the next 2-4 years. These projects were grouped into nine different categories each with a priority statement. These statements have been the basis for action and direction for the organization and were a guiding principle in formulating the 2017 budget. Not all of the priorities reflected the general fund portion of the budget, but were addressed in other parts of the budget (special revenue funds, capital improvements, sales tax, and/or debt service). Several of these priorities have a direct impact on the proposed 2017 General Fund Budget.

The nine priority statements are:

Fire Plan for and develop a long term sustainable Fire Department

Finance Maximize proper use of Sales Tax revenue and stabilize the debt service budget

Economic Development Facilitate and promote continued community growth in fiscally responsible and sustainable way.

Human Resources Anticipate and plan for staff changes due to the change in the workloads and demand for service, and for pending retirements or possible staff turnover

Parks Improve recreational and wellness opportunities for city residents

Capital Improvement Plan Create a long term plan for improvements to City Streets and Buildings.

Utilities Create plans to manage the long term needs of the City's utility infrastructure

Code Enforcement Enforce the Zoning Code to reduce amount of non-conforming uses and blight in the Community.

Communication Improve Communication and identification of the City

Those that directly impact the general fund budget will be discussed under the expenditures summary that follows.

Expenditures: At this time, expenditures in the 2017 General Fund Budget are increasing 10.6% or $500,764 As a general rule approximately $45,000 in expenditures is the equivalent of 1% of tax levy. This increase is due to the following factors: personnel expenditures that reflect the negotiated wage increases for all employees, an approximate 10% increase in the health insurance premiums, a large increase ($102,000) in Fire Department Budget, and increases in street and equipment maintenance in the Street Department.

Fire: Plan for and develop a long term sustainable Fire Department. The Fire Department is requesting an additional $102,000 for operations. This increase represents approximately a 2% increase in the property tax. This is a 22% increase in the overall Fire Department budget. The rationale for their increase is to fund 2 duty crew positions at Fire Hall 1 during the day shift and to put additional money toward their long range equipment plan.

Human Resources: Anticipate and plan for staff changes due to the change in the workloads and demand for service, and for pending retirements or possible staff turnover. Personnel expenses have increase by 10.85% or $330,915 in the General Fund. This includes the negotiated wage increase with all three unions and 10% increase in health insurance. There are no new additional positions planned in the 2017 Budget. It also includes a severance payout for a scheduled retirement in the police department along with the salary for the subsequent replacements. The severance payout is a one-time cost.

Capital Improvement Plan: Create a long term plan for improvements to City Streets and Buildings. There are a couple of significant cost items in the general fund related to city streets and buildings. The Street Department budget includes an

additional $40,000 for street improvements and $27,850 for equipment repairs in order to extend the life of several vehicles. The City Garage includes $22,900 to upgrade air handling equipment and door seals on the large overhead garage doors.

Communication: Improve Communication and identification of the City. Included in the Administration budget is an additional $5,000 to update the City's web page in 2017 using the city's current provider of Gov Office.

Revenues: The General Fund budget relies heavily on local property tax to fund the expenses. Local property taxes make up 87.5% of the total revenue. The second largest category of revenues is Intergovernmental which includes Local Government Aid. The statutory formula again reduces Local Government Aid to the City and transfers that burden to the property tax base. Local Government Aid is reduced by $97,260 for 2017. This is approximately a shift of 2% to the tax levy.

Taxes: The amount of levy under this preliminary general fund budget is projected to increase 16.95%. For 2017, exclusive of the Fleet Farm and Holiday Inn developments, the Net Tax Capacity only grew by 3.46%. With expenditures growing by more than this, it causes an increase in the tax rate, so that an individual homeowner will pay more for the same value of home. The rate increases from .3563 to .4003. The impact of this proposed budget is shown on Table 1.

Property Tax Impact of the Proposed 2017 Budget
Table 1

Annual City Levy	Payable 2016	Incr (Decr) 2016-2015	%	Payable 2017	Incr (Decr) 2017-2016	%
Total Levy	$ 4,127,255	$ 298,343	7.79%	$ 4,801,631	$ 674,376	16.34%
tax rate	0.3563			0.4003		
GF Levy	$ 3,928,923	$ 334,712	9.31%	$ 4,594,726	$ 665,803	16.95%
tax rate	0.3392			0.3830		
Debt Levy	$ 122,332	$ (74,369)	-37.81%	$ 130,905	$ 8,573	7.01%
tax rate	0.0105			0.0109		
HEDA Levy	$ 76,000	$ 38,000	100.00%	$ 76,000	$ -	0.00%
tax rate	0.0065			0.0064		
Levy Impact						
impact on $150,000 home	$ 534	$ (9)	-1.60%	$ 600	$ 66	12.35%
impact on $200,000 home	$ 713	$ (11)	-1.60%	$ 801	$ 88	12.35%
impact on $300,000 home	$ 1,069	$ (16)	-1.51%	$ 1,201	$ 132	12.35%
impact on $400,000 home	$ 1,425	$ (22)	-1.53%	$ 1,601	$ 176	12.35%
impact on $500,000 home	$ 1,782	$ (28)	-1.54%	$ 2,002	$ 220	12.35%
impact on $600,000 home	$ 2,138	$ (33)	-1.55%	$ 2,402	$ 264	12.35%

2017 PRELIMINARY BUDGET

REVENUES- TABLE 2

Revenues	Budgeted 2016	Budgeted 2017	Dollar Increase	Percent
Property Taxes	3,925,900	4,568,633	$ 642,733.00	16.37%
Licenses & Permits	195,195	184,000	$ (11,195.00)	-5.74%
Intergovernmental	395,373	298,113	$ (97,260.00)	-24.60%
Charges for Services	30,335	36,759	$ 6,424.00	21.18%
Fines & Forfeitures	53,250	53,200	$ (50.00)	-0.09%
Investment Income	90,447	65,559	$ (24,888.00)	-27.52%
Transfers from other Funds	30,000	15,000	$ (15,000.00)	-50.00%
Totals	4,720,500	5,221,264	$ 500,764.00	10.61%

Table 2 above shows the changes in the various types of revenue in the general budget. Table 3 shows the 5 year comparisons.

Taxes: The amount of taxes shown here is the anticipated tax revenue for the General Fund. In the past the City has only budgeted 95% of proposed property tax levy. We have done this because of tax delinquent accounts and the likelihood that we would not collect 100% of the taxes levied. However, since our recent history has shown that we actually collect closer to 100%, this year we are budgeting 98% of the tax levy. The full amount levied is higher than listed here because it will include levy for debt service outside of the general fund. Figure 1 is the form that is sent to the County to certify the proposed taxes with the addition of information related to the Fleet Farm tax abatement.

Licenses & Permits: Building permit fees are expected to be slightly lower in 2017. We had several big projects in 2015 and 2016, but do not know if that level will continue in 2017. We are aware of several projects and there are other ones potentially on the horizon, but we reduced the level of fees slightly.

Intergovernmental: Local Government Aid (LGA) for 2017 is reduced $97,260. This is the equivalent of a 2% tax increase. The City will only receive $66,001 in LGA in 2017.

Figure 1

CVT: 395

CITY OF HERMANTOWN

PROPOSED CITY LEVY – ST LOUIS COUNTY

Contact Name: John Mulder
Phone #: 218-729-3600
E-Mail Address: jmulder@hermantownmn.com

The annual tax levy for the year of 2016 collectible in 2017 for the City of Hermantown was adopted by resolution passed at a City Council meeting held on, December 5, 2016.

LEVY PURPOSE	CERTIFIED LEVY	
Net Tax Capacity (NTC) Levies		
1. General Fund***	4,594,726	
2. General Obligation Bonded Debt	81,358	
3. Other Debt	49,547	Motor Grader
4. Road & Bridge		
5. Miscellaneous***	76,000	HEDA
6. Total of NTC Levies (Add lines 1 thru 5)	4,801,631	**(required)**
Referendum Market Value (RMV) Levies		
7. General Obligation Bonded Debt		
8. Other Debt		
9. Total of RMV Levies (Add lines 7 & 8)		**(required)**
Total Levy (NTC+RMV) (Add lines 6 & 9)	4,801,631	**(required)**

(Complete when total of Debt levies is less than certified debt)
The amount levied for total debt is less than the amount due to be paid from this levy because we have $_____ on hand.

CERTIFICATION

State of Minnesota – County of St. Louis

I, John Mulder, Clerk/Administrator of the City of Hermantown, St. Louis County, Minnesota, do hereby certify that I have compared the foregoing with Original Resolution now on file and of record in my office, and that the same is a true and correct copy and transcript of said original resolution.

Witness by My Hand and the Seal of the City of Hermantown, St. Louis County, Minnesota, this 5th day of December, 2016.

_____
Clerk / Administrator

Figure 1 (Continued)

CVT: 395

CITY OF: HERMANTOWN

Public Hearing Date Certification

Public Hearing Information

Date: December 5, 2016

(must be between Nov. 25 & Dec. 28, 2016)

Time: 6:30 p.m. *(must be after 6:00 p.m.)*

Location:

Government Services Center

Address To Mail Comments: 5105 Maple Grove Rd
Hermantown, MN 55811

Contact Name: John Mulder

Title: City Administrator

Phone: 218-729-3600

PLEASE RETURN TO THE COUNTY AUDITOR BY SEPTEMBER 30th.
THANK YOU.

2016 ANNUAL BUDGET
REVENUE COMPARISON – TABLE 3

	Actual					Budgeted			
Revenues	**2013**	**2014**	**Change**	**2015**	**Change**	**2016**	**Change**	**2017**	
Property Taxes	3,441,278	3,526,625	2.48%	3,623,092	2.74%	3,925,900	8.36%	4,568,633	16.37%
Licenses & Permits	139,753	202,154	44.65%	271,133	34.12%	195,195	-28.01%	184,000	-5.74%
Intergovernmental	576,788	716,858	24.28%	562,618	-21.52%	395,373	-29.73%	298,113	24.60%
Charges for Services	33,757	40,656	20.44%	72,673	78.75%	30,335	-58.26%	36,759	21.18%
Fines & Forfeitures	50,409	55,795	10.68%	55,932	0.25%	53,250	-4.80%	53,200	-0.09%
Investment Income	67,614	136,472	101.84%	144,294	5.73%	90,447	-37.32%	65,559	27.52%
Transfers from other Funds	138,589	37,500	-72.94%	76,000	102.67%	30,000	-60.53%	15,000	50.00%
Totals	4,448,188	4,716,060	6.02%	4,805,742	1.90%	4,720,500	-1.77%	5,221,264	10.61%

EXPENDITURES

Expenditures: The current requested expenditures in the general fund are $500,764 more than the amount approved in the 2016 budget. This is a 10.61% increase in expenditures. Table 4 shows the comparison by Department along with the percentage of the total budget.

By Department:

Elections: The City will not hold elections in the fall of 2017. Some administrative personnel expenses are shifted toward elections along with the cost of election judges.

Administration/Finance: Salaries are shifted from Elections back to Administration in odd numbered years. Included in the budget is $5,000 for website improvements, and additional money for staff training for the management team.

Police: The Police Department budget is increased primarily due to increased personnel costs. There is an increase in the overtime budget, but that amount is offset by grant money. There is also additional money for the replacement officer for the anticipated vacancy due to a resignation. There is also a one-time severance pay out for a retirement.

Fire: The City's contribution to the Fire Relief Association remained the same as in the 2016 Budget. Expenses have increased due to the Departments request for an additional $102,000 in part for a 2 person duty crew at Fire Hall #1 during the day shift.

Streets: The Streets Department budget includes an additional $40,000 for street maintenance and $27,850 for equipment maintenance to lengthen the service life of the City's larger trucks. The overall Street budget does not show an overall large increase because some personnel costs were shifted to the Water and Sewer Utility.

City Engineer: This amount was increased based on increased demand for engineer services.

City Garage:: An additional $22,900 is included to repair some air handling equipment and overhead garage doors.

2016 ANNUAL BUDGET
EXPENDITURE COMPARISON –TABLE 4

Department	2016	2017	Increase (Reduction)	Percent	Percent of total
Council	44,819	43,259	(1,560)	-3.48%	0.83%
Legal Notices	4,000	3,500	(500)	-12.50%	0.08%
Mayor	12,547	12,431	(116)	-0.92%	0.24%
Elections	20,214	4,165	(16,049)	-79.40%	0.39%
Admin & Finance	408,194	473,206	65,012	15.93%	7.82%
Attorney	50,000	50,000	-	0.00%	0.96%
Community Development	240,678	248,247	7,569	3.14%	4.61%
City Hall Maintenance	170,842	175,979	5,137	3.01%	3.27%
Police	2,223,140	2,559,003	335,863	15.11%	42.58%
Fire	457,191	559,146	101,955	22.30%	8.76%
Fire Hall 1	60,934	66,244	5,310	8.71%	1.17%
Fire Hall 2	4,333	6,494	2,161	49.87%	0.08%
Fire Hall 3	8,676	10,420	1,744	20.10%	0.17%
Building Inspector	145,430	144,773	(657)	-0.45%	2.79%
Poundmaster	4,000	2,600	(1,400)	-35.00%	0.08%
Street	588,907	609,986	21,079	3.58%	11.28%
City Engineer	27,000	30,000	3,000	11.11%	0.52%
Garage Building Maintenance	39,992	58,106	18,114	45.29%	0.77%
Parks & Recreation	84,051	78,253	(5,798)	-6.90%	1.61%
Community Building	23,342	25,459	2,117	9.07%	0.45%
Other Debt Principal	9,092	9,491	399	4.39%	0.17%
Interest-Other Debt	815	416	(399)	-48.96%	0.02%
Cemetery	3,354	3,400	46	1.37%	0.06%
Transfers Out	78,446	33,000	(45,446)	-57.93%	1.50%
Insurance	10,503	13,686	3,183	30.31%	0.20%
Totals	4,720,500	5,221,264	500,764	10.61%	

By Category:

Table 5 shows how the departmental budget is broken down by category. This table shows the largest percentage of the budget is related to Personnel Services.

Personnel Services: There are no new positions in the 2017 budget. The increase in salaries represents the negotiated wage increases along with a 10% increase in health insurance. This amount also includes a one-time severance payout in the Police Department on top of the salaries for the replacement positions.

Contracted Services: The contracted services have increased due to the Fire Department's request of an additional $102,000 for a 2 person duty crew during the day shift at Fire Hall #1.

Services: This category includes items like postage, travel, training, legal notices, recording fees, utilities, liability insurance and other items.

Maintenance: Maintenance includes the costs of maintaining the City's assets such as buildings, equipment (including computers) and other infrastructure. The Street Department budget includes an additional $40,000 for street maintenance and $27,850 for equipment repairs in order to extend the life of several vehicles. The City Garage includes $22,900 to upgrade air handling equipment and door seals on the large overhead garage doors.

Capital Outlay: Capital outlay items are shown in Table 7. This table includes all funds.

Other Finance Uses: This category includes transfers to other funds.

EXPENDITURE BY CATEGORY TABLE 5

Department	Personal Services	Supplies	Contracted Services	Services	Maintenance	Capital Outlay	Other Fin Uses	Total
Council	32,689	50	500	700	9,320			43,259
Legal Notices				3,500				3,500
Mayor	10,714		300	250	1,167			12,431
Elections	2,940		0	25	1,200			4,165
Admin & Finance	390,847	5,360	37,243	8,872	30,884			473,206
Attorney			50,000					50,000
Community Development	185,307	1,200	47,000	9,614	5,126			248,247
City Hall Maintenance	69,834	11,750	2,000	81,180	11,215			175,979
Police	2,148,270	85,900	126,500	46,193	52,600	99,540		2,559,003
Fire	39,296		484,850	35,000				559,146
Fire Hall 1	18,284	2,500		40,460	5,000			66,244
Fire Hall 2		950		5,544				6,494
Fire Hall 3		1,000		9,420				10,420
Building Inspector	134,487	1,850	1,300	5,175	1,961			144,773
Poundmaster			2,600					2,600
Street	286,595	154,659	35,550	8,465	124,717			609,986
City Engineer			30,000					30,000
Garage Building Maintenance	17,847	25,630	315	12,099	2,215			58,106
Parks & Recreation	32,493	33,200	2,000	5,435	5,125			78,253
Community Building	9,141	1,700		12,833	1,785			25,459
Other Debt Principal							9,491	9,491
Interest-Other Debt							416	416
Cemetery	3,400							3,400
Transfers Out						33,000		33,000
Insurance				13,686				13,686
2017 Totals	3,382,144	325,749	820,158	298,451	252,315	132,540	9,907	5,221,264
Percent of Total	64.78%	6.24%	15.71%	5.72%	4.83%	2.54%	0.19%	

CHANGES IN EXPENDITURES BY CATEGORY
TABLE 6

Department	Personal Services	Supplies	Contracted Services	Services	Maintenance	Capital Outlay	Other Fin Uses	Total
2016 Totals	3,051,229	284,620	681,275	307,546	175,377	131,100	89,353	4,720,500
Change	330,915	41,129	138,883	(9,095)	76,938	1,440	(79,446)	500,764
	10.85%	14.45%	20.39%	-2.96%	43.87%	1.10%	-88.91%	10.61%

CAPITAL PURCHASES
TABLE 7

Fund/Activity	Purpose	Amount	510 Land	530 Other Improv	540 Office	544 Vehicles	580 Other	720 Transfers Out
General Fund								
Police	Computer replacements/disposals	$ 7,240			7,240			
	Two squad cars	$ 82,000				82,000		
	Tasers	$ 7,000					7,000	
	Body armor	$ 1,300					1,300	
	ATV Trailer	$ 2,000					2,000	
	Squad room remodel	$ 13,000						13,000
	Computer server	$ 20,000						20,000
	Total	$ 132,540						
Special Revenue Fund								
Park Dedication	Trail Development	$ 20,000		$ 20,000				
Wetland Fund	Conservation Easement	$ 2,500	$ 2,500					
	Total	$ 22,500						
Enterprise Funds								
Water Fund	1/2 water heater	$ 1,969					1,969	
	1/2 Track Excavator	$ 87,500						87,500
	Total	$ 89,469						
Sewer Fund	1/2 water heater	$ 1,969					1,969	
	1/2 Track Excavator	$ 87,500						87,500
	retrofit 2 lift stations	$ 35,000						35,000
	Total	$ 124,469						
Street Lighting		$ 37,000						37,000
	Total - All Funds	$ 405,978						

REVENUE

DETAIL

PAGES 1 - 5

CITY OF HERMANTOWN, MN
Revenue Budget Report -- MultiYear Actuals
For the Year: 2017

Account	Actuals 2013	2014	2015	2016	Current Budget 2016	% Rec. 2016	Prelim. Budget 17	Budget Change 17	Final Budget 17	% Old Budget 17
101 General Fund										
310100 Current Year Taxes										
310100 Current Year Taxes	3,352,255	3,455,342	3,548,955	2,170,600	3,851,900	56%	4,504,633		4,504,633	116%
310110 Current Year Taxes -	10,250	9,955	8,656		0	0%			0	0%
Group:	3,362,505	3,465,297	3,557,611	2,170,600	3,851,900	56%	4,504,633	0	4,504,633	116%
310200 Delinquent Taxes										
310200 Delinquent Taxes	60,192	49,262	50,451	20,359	50,000	41%	45,000		45,000	90%
310210 Delinquent Taxes - Mobile	1,030	1,156	1,459		1,000	0%	1,000		1,000	100%
Group:	61,222	50,418	51,910	20,359	51,000	40%	46,000	0	46,000	90%
310300 Special Levies										
310300 Special Levies	301	94			0	0%			0	0%
Group:	301	94			0	0%	0	0	0	0%
318100 Franchise Fees										
318100 Franchise Fees	15,615	10,000	11,516	21,620	21,000	103%	16,000		16,000	76%
Group:	15,615	10,000	11,516	21,620	21,000	103%	16,000	0	16,000	76%
318900										
318990 Other Tax Revenues	1,441				0	0%			0	0%
Group:	1,441				0	0%	0	0	0	0%
319100 Penalty & Interest Property Taxes										
319100 Penalty & Interest				1,181	0	***%			0	0%
Group:				1,181	0	***%	0	0	0	0%
319200 Forfeited Tax Apportionments										
319200 Forfeited Tax	194	816	2,055	1,294	2,000	65%	2,000		2,000	100%
Group:	194	816	2,055	1,294	2,000	65%	2,000	0	2,000	100%
321100 Beer Licenses										
321100 Beer Licenses	3,555	3,555	300	2,570	3,705	69%	3,000		3,000	80%
321110 On Sale Liquor Licenses	27,400	27,200	30,905	27,250	27,200	100%	27,200		27,200	100%
321120 Off Sale Liquor Licenses	300	375	450	450	300	150%	450		450	150%
321140 Sunday Licenses	2,000	2,200	2,200	2,000	2,200	91%	2,200		2,200	100%
321150 Dance Permits	500	500	500	1,000	500	200%	1,000		1,000	200%
Group:	33,755	33,830	34,355	33,270	33,905	98%	33,850	0	33,850	99%

Account	Actuals 2013	2014	2015	2016	Current Budget 2016	% Rec. 2016	Prelim. Budget 17	Budget Change 17	Final Budget 17	% Old Budget 17
101 General Fund										
321800 Contractors License/Permits										
321800 Contractors	4,290	4,650	4,560	4,605	3,800	121%	4,100		4,100	107%
Group:	4,290	4,650	4,560	4,605	3,800	121%	4,100	0	4,100	107%
321900 Tobacco Licenses										
321900 Tobacco Licenses	5,280	5,940	6,270	1,320	5,940	22%	6,000		6,000	101%
321950 Fireworks Permits	650	650	650	200	650	31%	650		650	100%
321990 Other Licenses & Permits	1,150	1,475	4,000	3,700	1,500	247%	3,000		3,000	200%
Group:	7,080	8,065	10,920	5,220	8,090	65%	9,650	0	9,650	119%
322100 Building Permits										
322100 Building Permits	72,253	122,874	192,638	57,594	125,000	46%	110,000		110,000	88%
322110 Zoning Fees	8,800	11,940	12,085	7,511	11,000	68%	11,000		11,000	100%
322120 SWPP Fees	1,020	2,490	960	1,530	1,500	102%	2,000		2,000	133%
322121 Erosion & Sediment	3,875	5,000	3,875	2,875	3,000	96%	4,000		4,000	133%
322126 Wetland Permits	290	2,850	3,960	450	1,000	45%	1,000		1,000	100%
322130 Property Split Fees	2,170	3,250	1,750	1,750	1,500	117%	2,000		2,000	133%
Group:	88,408	148,404	215,268	71,710	143,000	50%	130,000	0	130,000	90%
322400 Dog Licenses										
322400 Dog Licenses	1,620	1,480	1,330	1,394	1,600	87%	1,600		1,600	100%
322460 Park Dedication Fee		600			0	0%			0	0%
Group:	1,620	2,080	1,330	1,394	1,600	87%	1,600	0	1,600	100%
322900 Handgun/Bow Permits										
322900 Handgun/Bow Permits	4,600	5,125	4,700	500	4,800	10%	4,800		4,800	100%
Group:	4,600	5,125	4,700	500	4,800	10%	4,800	0	4,800	100%
331900										
331998 Police Overtime Reimb.	31,191	44,683	46,999	8,755	25,000	35%	25,000		25,000	100%
331999 Other Federal Grants &		21,837	7,518		4,000	0%	4,000		4,000	100%
334010 Local Government Aid	331,873	355,571	259,511	81,631	163,261	50%	66,001		66,001	40%
334050 Market Value Credit	683	295	782		0	0%			0	0%
334160 Police Training	4,785	4,827	5,140	4,690	4,700	100%	4,700		4,700	100%
334180 MSAS Maintenance	65,000	65,000	65,000	65,000	65,000	100%	65,000		65,000	100%
Group:	433,532	492,213	384,950	160,076	261,961	61%	164,701	0	164,701	62%
334200 State 2% Fire Insurance/Fire Relief										
334200 State 2% Fire	39,376	61,627	56,452	85	35,000	0%	35,000		35,000	100%
334210 State Police Aid	96,513	110,432	117,798		95,000	0%	95,000		95,000	100%
Group:	135,889	172,059	174,250	85	130,000	0%	130,000	0	130,000	100%

Account	Actuals 2013	2014	2015	2016	Current Budget 2016	% Rec. 2016	Prelim. Budget 17	Budget Change 17	Final Budget 17	% Old Budget 17
101 General Fund										
334900										
334999 Other State Grants & Aids	5,867	52,586	2,828	1,469	3,412	43%	3,412		3,412	100%
Group:	5,867	52,586	2,828	1,469	3,412	43%	3,412	0	3,412	100%
336300 Other Grants & Aids										
336300 Other Grants & Aids	1,500		590		0	0%			0	0%
Group:	1,500		590		0	0%	0	0	0	0%
341000										
341010 Building Rentals	5,425	6,746	6,775	5,984	5,400	111%	7,000		7,000	129%
341015 Community Building	12,935	15,158	15,453	9,580	16,735	57%	17,249		17,249	103%
341030 Zoning & Subdivision		1,245	500	800	0	***%	1,000		1,000	*****%
341050 Development Agreement		-1	-1		0	0%			0	0%
341070 Assessment Search	7,403	3,480	8,010		0	0%			0	0%
341090 Photocopies City	90	26	16	20	0	***%	10		10	*****%
Group:	25,853	26,654	30,753	16,384	22,135	74%	25,259	0	25,259	114%
341100 Filing Fees										
341100 Filing Fees		4		12	6	200%			0	0%
341110 Data Privacy	53				0	0%			0	0%
Group:	53	4		12	6	200%	0	0	0	0%
342000										
342010 Police Services	6,275	12,510	40,400	72,624	6,000	***%	10,000		10,000	166%
342030 Photocopies Police	821	728	230	180	700	26%	500		500	71%
Group:	7,096	13,238	40,630	72,804	6,700	***%	10,500	0	10,500	156%
349400 Cemetery Burial										
349400 Cemetery Burial	755	760	1,290	435	1,500	29%	1,000		1,000	66%
Group:	755	760	1,290	435	1,500	29%	1,000	0	1,000	66%
351000 Impound & Towing Charges										
351000 Impound & Towing Charges	984	140	606	65	200	33%	200		200	100%
351010 Court Fines	49,370	55,640	55,326	29,264	53,000	55%	53,000		53,000	100%
351020 Parking Fines	55	15			50	0%			0	0%
Group:	50,409	55,795	55,932	29,329	53,250	55%	53,200	0	53,200	99%
352000										
352010 Unclaimed Property	263				0	0%			0	0%
352026 30% DWI Forfeiture Legal	1,860				0	0%			0	0%
Group:	2,123				0	0%	0	0	0	0%

Account	Actuals 2013	2014	2015	2016	Current Budget 2016	% Rec. 2016	Prelim. Budget 17	Budget Change 17	Final Budget 17	% Old Budget 17
101 General Fund										
361300 Penalties & Interest										
361300 Penalties & Interest	4,749	3,521	2,692		3,500	0%	3,500		3,500	100%
Group:	4,749	3,521	2,692		3,500	0%	3,500	0	3,500	100%
362100 Investment Interest										
362100 Investment Interest	23,980	28,313	26,667	9,403	24,000	39%	16,000		16,000	66%
362110 Checking Account Interest	806	811	809	143	1,000	14%			0	0%
362160 Gain (Loss) on Sale of	-38,877	26,637	2,463	11,573	0	***%			0	0%
Group:	-14,091	55,761	29,939	21,119	25,000	84%	16,000	0	16,000	64%
362200 Park Field Rental Fees										
362200 Park Field Rental Fees	9,600	10,725	9,600		9,600	0%	9,600		9,600	100%
362210 Park Rental Fees	275	150	225	50	200	25%	200		200	100%
362250 City Property Lease	581	1,385	13,786	2,199	1,389	158%	1,395		1,395	100%
362255 Lightning Drive Tower	11,510	10,187	11,669	8,168	12,252	67%	12,864		12,864	104%
Group:	21,966	22,447	35,280	10,417	23,441	44%	24,059	0	24,059	102%
362300 Donations										
362300 Donations			-1,074	60	0	***%			0	0%
362310 Nongovernmental Grants	580	570			0	0%			0	0%
362350 Development Agreement	8,956	14,967	8,832		7,500	0%	7,500		7,500	100%
Group:	9,536	15,537	7,758	60	7,500	1%	7,500	0	7,500	100%
362400 911 Signs										
362400 911 Signs	3,060	2,990	2,910	1,670	2,500	67%	2,500		2,500	100%
362410 Insurance Recoveries LMC	28,518	29,313	32,602	89	25,000	0%	10,000		10,000	40%
362415 Other Insurance	9,468	2,208	6,106		1,500	0%			0	0%
362430 Refund & Reimbursement	65	15			0	0%			0	0%
Group:	41,111	34,526	41,618	1,759	29,000	6%	12,500	0	12,500	43%
362900 Flex Plan Revenue Over/Short										
362900 Flex Plan Revenue			53	212	0	***%			0	0%
362990 Miscellaneous Revenue	2,220	4,680	22,083	4,649	2,000	232%	2,000		2,000	100%
Group:	2,220	4,680	22,136	4,861	2,000	243%	2,000	0	2,000	100%
391000										
391010 Sale of General Fixed	30,182		4,871	3,487	10,000	35%			0	0%
392010 Transfers In	67,770	37,500	76,000		20,000	0%	15,000		15,000	75%
Group:	97,952	37,500	80,871	3,487	30,000	12%	15,000	0	15,000	50%

Account	Actuals 2013	2014	2015	2016	Current Budget 2016	% Rec. 2016	Prelim. Budget 17	Budget Change 17	Final Budget 17	% Old Budget 17
101 General Fund										
393300 Inception of Capital Lease Agreement										
393300 Inception of Capital	40,637				0	0%			0	0%
Group:	40,637				0	0%	0	0	0	0%
Fund:	4,448,188	4,716,060	4,805,742	2,654,050	4,720,500	56%	5,221,264	0	5,221,264	110%
Grand Total:	4,448,188	4,716,060	4,805,742	2,654,050	4,720,500		5,221,264	0	5,221,264	

EXPENDITURES

DETAIL

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CITY OF HERMANTOWN, MN
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2017

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
101 General Fund										
411100 Council										
103 Part-Time Employees - Reg	20,675	21,325	30,200	20,320	28,800	71%	28,800		28,800	100%
123 PERA Contributions - DCP	295	255	1,082	721	1,080	67%	1,080		1,080	100%
126 Stipend			140		1,680	0%	1,680		1,680	100%
128 Social Security	1,672	1,006	472	315	446	71%	446		446	100%
129 Medicare	300	309	442	295	417	71%	417		417	100%
133 Life Insurance		17	208	128	216	59%	216		216	100%
151 Workers Compensation	74	71	118	78	80	98%	50		50	63%
201 Office Supplies	11	10			50	0%	50		50	100%
315 School & Conference	99	430	570		700	0%	500		500	71%
321 Telephone			140		0	0%			0	0%
331 Travel Expense	498	780	930		1,000	0%	700		700	70%
405 Computer Maintenance	58	90	128	91	75	121%	95		95	127%
434 Employee Recognition Prog		50			75	0%	25		25	33%
451 Dues & Subscriptions	5,375	11,224	9,013	6,088	9,000	68%	9,000		9,000	100%
499 Miscellaneous	487	260			200	0%	200		200	100%
599 Contingency					1,000	0%			0	0%
Account:	29,544	35,827	43,443	28,036	44,819	63%	43,259	0	43,259	97%
411300 Ordinance, Public Notice and Proceedings										
351 Legal Notices Publishing	4,521	3,481	3,302	1,557	4,000	39%	3,500		3,500	88%
Account:	4,521	3,481	3,302	1,557	4,000	39%	3,500	0	3,500	88%
413100 Mayor										
103 Part-Time Employees - Reg	7,200	7,250	9,950	6,680	9,600	70%	9,600		9,600	100%
123 PERA Contributions - DCP			481	320	480	67%	480		480	100%
126 Stipend			35		420	0%	420		420	100%
128 Social Security	446	450			0	0%			0	0%
129 Medicare	104	105	145	97	139	70%	139		139	100%
133 Life Insurance		4	52	32	54	59%	54		54	100%
151 Workers Compensation	25	20	31	33	21	157%	21		21	100%
315 School & Conference	355	70	40		370	0%	300		300	81%
321 Telephone			35		0	0%			0	0%
331 Travel Expense	638	452	233	189	350	54%	250		250	71%
405 Computer Maintenance	14	846	1,007	684	983	70%	1,037		1,037	105%
451 Dues & Subscriptions			10	20	30	67%	30		30	100%
499 Miscellaneous	110	90	96		100	0%	100		100	100%
540 Office Equip/Furnishings		624			0	0%			0	0%
Account:	8,892	9,911	12,115	8,055	12,547	64%	12,431	0	12,431	99%
414100 Elections										
101 Full-Time Employees - Reg		2,459		781	4,880	16%	1,938		1,938	40%
102 Full-Time Employees - Ove				181	0	***%			0	0%
105 Temporary Employees - Reg		5,738	-90	2,805	7,560	37%			0	0%
121 PERA Contributions - Coor		178		72	366	20%	145		145	40%
128 Social Security		175		59	303	19%	120		120	40%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
129 Medicare		41		14	71	20%	28		28	39%
131 Health Insurance		571		309	2,187	14%	687		687	31%
133 Life Insurance		5		4	15	27%	8		8	53%
134 Disability Insurance		8		-34	27	***%	10		10	37%
151 Workers Compensation			47	49	95	52%	4		4	4%
201 Office Supplies		418		48	500	10%			0	0%
315 School & Conference		42			0	0%			0	0%
325 Postage		473		39	550	7%	25		25	5%
331 Travel Expense		179			185	0%			0	0%
351 Legal Notices Publishing		560		565	640	88%			0	0%
404 Equipment Maintenance	524	2,106	1,258	1,406	2,300	61%	1,200		1,200	52%
499 Miscellaneous	7	531		91	535	17%			0	0%
Account:	531	13,484	1,215	6,389	20,214	32%	4,165	0	4,165	21%
415300 Administration & Finance										
101 Full-Time Employees - Reg	223,119	221,800	267,133	147,324	245,012	60%	266,808		266,808	109%
102 Full-Time Employees - Ove		55	132		0	0%			0	0%
103 Part-Time Employees - Reg			10,066		0	0%			0	0%
105 Temporary Employees - Reg		720	4,845	5,328	0	***%			0	0%
111 Severance Pay - Vacation/	14,107		14,413	3,794	0	***%	6,942		6,942	*****%
121 PERA Contributions - Coor	16,176	16,002	16,755	11,049	18,376	60%	19,820		19,820	108%
128 Social Security	13,515	13,552	16,989	9,418	15,191	62%	16,542		16,542	109%
129 Medicare	3,161	3,171	3,973	2,203	3,553	62%	3,869		3,869	109%
131 Health Insurance	71,528	53,430	54,819	43,550	57,150	76%	74,408		74,408	130%
132 Health Care Savings Plan/	246	577		300	0	***%			0	0%
133 Life Insurance	301	452	-25	1,197	857	140%	784		784	91%
134 Disability Insurance	1,090	967	247	1,421	1,298	109%	1,246		1,246	96%
135 Unemployment Insurance		6,315	5,728		0	0%			0	0%
151 Workers Compensation	1,157	1,464	1,780	1,429	1,887	76%	428		428	23%
201 Office Supplies	2,357	1,974	2,220	1,771	2,000	89%	2,000	1,060	3,060	153%
202 Printing Supplies	1,759	1,752	3,203	2,698	1,900	142%	1,900		1,900	100%
209 Computer Supplies	938	375	2,340	297	400	74%	400		400	100%
211 Cleaning Supplies		-209			0	0%			0	0%
219 Other Operating Supplies			68		0	0%			0	0%
221 General Supplies			28	44	0	***%			0	0%
301 Audit/Account Services	17,257	18,343	23,034	18,940	19,000	100%	18,743		18,743	99%
302 Assesssors Fees	101,093		25		0	0%			0	0%
303 Banking Fees	2,114	2,791	7,403	1,677	3,500	48%	500		500	14%
308 Legal Fees			5,165		0	0%			0	0%
309 Labor Relations Consultan	3,018		5,000		0	0%			0	0%
310 Recording/Filing Fees	46	2,578	138		0	0%			0	0%
314 Computer/Software Fees	417		1,710	2,289	0	***%			0	0%
315 School & Conference	2,329	2,022	1,706	2,048	2,500	82%	12,500		12,500	500%
317 Personnel Testing, Physic				1,877	0	***%			0	0%
319 Contracted Services	80	2,211	11,236	1,265	500	253%	5,500		5,500	1100%
320 Personnel Search Expenses	1,028	988	481		0	0%			0	0%
321 Telephone	530	1,522	1,143	865	1,200	72%	1,200		1,200	100%
325 Postage	1,700	2,073	1,456	725	1,200	60%	1,200		1,200	100%
331 Travel Expense	5,781	6,000	6,281	5,245	4,700	112%	6,000		6,000	128%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
351 Legal Notices Publishing	185	-64	746	552	0	***%			0	0%
354 Administrative Charges			-84,389		0	0%			0	0%
361 General Liability Insuran	571	494	533	515	512	101%	472		472	92%
370 Interest Expense	50	9			0	0%			0	0%
404 Equipment Maintenance	226	361			0	0%			0	0%
405 Computer Maintenance	20,571	21,812	22,755	18,963	21,000	90%	9,915	13,411	23,326	111%
413 Equipment Rental	4,039	3,036	3,716	3,070	4,233	73%	4,233		4,233	100%
434 Employee Recognition Prog	631	309	581	640	325	197%	325		325	100%
451 Dues & Subscriptions	2,063	2,385	2,170	2,992	1,900	157%	3,000		3,000	158%
460 Permits & Licenses		16		16	0	***%			0	0%
498 Over/Short	4				0	0%			0	0%
499 Miscellaneous		104	5,518	1,043	0	***%			0	0%
540 Office Equip/Furnishings	30,722	4,869			0	0%			0	0%
580 Other Equipment		2,474			0	0%			0	0%
Account:	543,909	396,730	421,122	294,545	408,194	72%	458,735	14,471	473,206	116%
416100 City Attorney										
308 Legal Fees	40,319	40,252	41,262	35,313	50,000	71%	50,000		50,000	100%
Account:	40,319	40,252	41,262	35,313	50,000	71%	50,000	0	50,000	100%
419100 Community Development										
101 Full-Time Employees - Reg	34,053	78,544	80,138	41,315	121,028	34%	119,952		119,952	99%
103 Part-Time Employees - Reg				66	0	***%			0	0%
111 Severance Pay - Vacation/			490		0	0%			0	0%
121 PERA Contributions - Coor	2,469	5,701	5,555	3,099	9,077	34%	8,996		8,996	99%
128 Social Security	2,040	4,722	4,853	2,559	7,504	34%	7,437		7,437	99%
129 Medicare	477	1,104	1,135	598	1,755	34%	1,739		1,739	99%
131 Health Insurance	14,470	24,486	19,745	17,379	42,790	41%	45,825		45,825	107%
133 Life Insurance	55	196	257	142	354	40%	307		307	87%
134 Disability Insurance	46	409	361	34	684	5%	590		590	86%
151 Workers Compensation	251	400	736	720	932	77%	461		461	49%
201 Office Supplies	158	226	182	96	500	19%	500		500	100%
202 Printing Supplies	48		18		200	0%	200		200	100%
209 Computer Supplies	460			10	450	2%	500		500	111%
212 Motor Fuels		203			0	0%			0	0%
219 Other Operating Supplies	9				0	0%			0	0%
221 General Supplies			113		0	0%			0	0%
304 Parcel Research Fees	1,285	325	130		350	0%			0	0%
305 Engineer Fees	2,385	14,056	2,490		2,500	0%	2,500		2,500	100%
306 Planning & Zoning Fees	31,287				0	0%			0	0%
308 Legal Fees	36,938	25,701	21,109	26,830	5,000	537%	12,000		12,000	240%
310 Recording/Filing Fees	438	1,778	828	2,208	650	340%	1,000		1,000	154%
311 Contracted Escrow Expense		410			0	0%			0	0%
314 Computer/Software Fees			700		0	0%	5,000		5,000	*****%
315 School & Conference	225	560	324		2,150	0%	2,500		2,500	116%
316 GIS Services					2,500	0%			0	0%
319 Contracted Services	34,460	104,333	39,120	18,768	24,000	78%	24,000		24,000	100%
320 Personnel Search Expenses	251		866		0	0%			0	0%
321 Telephone	899	381	418	461	500	92%	300		300	60%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
325 Postage	456	444	478	273	450	61%	450		450	100%
331 Travel Expense	257	5	479	305	300	102%	500		500	167%
351 Legal Notices Publishing	532	879	800	356	700	51%	700		700	100%
354 Administrative Charges			-51,026		0	0%			0	0%
361 General Liability Insuran	3,188	7,579	9,568	9,009	10,354	87%	7,664		7,664	74%
404 Equipment Maintenance	50				50	0%	50		50	100%
405 Computer Maintenance	3,616	3,457	3,099	2,056	2,950	70%	3,111		3,111	105%
413 Equipment Rental					250	0%			0	0%
451 Dues & Subscriptions	1,620	1,514	2,085	654	2,700	24%	1,965		1,965	73%
499 Miscellaneous		17	9		0	0%			0	0%
540 Office Equip/Furnishings	577	6,838		1,756	0	***%			0	0%
Account:	173,000	284,268	145,060	128,694	240,678	53%	248,247	0	248,247	103%
419200 Health Insurance Consultant										
319 Contracted Services	22				0	0%			0	0%
Account:	22				0	***%	0	0	0	0%
419901 City Hall & Police Building Maintenance										
101 Full-Time Employees - Reg	31,808	32,203	30,808	20,628	31,628	65%	36,257		36,257	115%
102 Full-Time Employees - Ove	930	2,067	2,126	816	226	361%	1,312		1,312	581%
103 Part-Time Employees - Reg	6,188	5,493	7,099	4,057	5,951	68%	9,360		9,360	157%
104 Part-Time Employees - Ove	18				0	0%			0	0%
105 Temporary Employees - Reg	228	764			1,518	0%			0	0%
121 PERA Contributions - Coor	2,803	2,844	3,028	1,893	2,835	67%	2,703		2,703	95%
128 Social Security	2,325	2,406	2,375	1,513	2,438	62%	2,815		2,815	115%
129 Medicare	544	563	556	354	570	62%	658		658	115%
131 Health Insurance	14,542	13,693	13,873	6,101	13,695	45%	14,893		14,893	109%
133 Life Insurance	43	44	48	28	45	62%	41		41	91%
134 Disability Insurance	178	172	171	108	179	60%	161		161	90%
151 Workers Compensation	1,573	1,890	2,173	1,940	2,245	86%	1,634		1,634	73%
202 Printing Supplies			32	532	0	***%			0	0%
209 Computer Supplies				640	0	***%			0	0%
211 Cleaning Supplies	1,638	994	99	198	1,000	20%			0	0%
212 Motor Fuels	1,676	1,590	993	513	1,300	39%	1,500		1,500	115%
216 Uniforms	109			200	100	200%	250		250	250%
219 Other Operating Supplies	4,358	2,474	3,118	1,517	5,000	30%			0	0%
221 General Supplies	165	323	1,124	877	0	***%	10,000		10,000	*****%
223 Bldg Repair & Maint Suppl	11,132	12,543	6,286	5,001	5,000	100%			0	0%
224 Land Maintenance & Repair	899	1,246	868	562	1,000	56%			0	0%
315 School & Conference					350	0%			0	0%
319 Contracted Services	2,145	564	1,366	292	1,500	19%	2,000		2,000	133%
320 Personnel Search Expenses		28			0	0%			0	0%
321 Telephone	12,479	12,029	6,375	3,767	6,000	63%	5,438	4,000	9,438	157%
322 Internet	628	7,376	6,786	4,695	7,000	67%	6,800		6,800	97%
351 Legal Notices Publishing			42		0	0%			0	0%
361 General Liability Insuran	10,470	10,497	10,164	9,992	10,042	100%	9,942		9,942	99%
381 Electricity	29,296	28,341	26,237	14,342	28,000	51%	28,000		28,000	100%
383 Heating Gas	15,159	28,813	12,715	9,749	25,000	39%	25,000		25,000	100%
384 Garbage Removal	1,756	1,834	1,836	1,256	2,000	63%	2,000		2,000	100%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
401 Building Maintenance	12,337	8,979	10,463	8,405	8,000	105%	8,000		8,000	100%
404 Equipment Maintenance	2,989	3,423	9,127	13,330	4,500	296%			0	0%
405 Computer Maintenance	7	1,629	1,489	965	3,000	32%	2,175		2,175	73%
406 Vehicle Maintenance					500	0%	500		500	100%
413 Equipment Rental		11			0	0%			0	0%
417 Uniform Rental	40	152	59	38	0	***%			0	0%
451 Dues & Subscriptions	60	32	40	15	70	21%	90		90	129%
460 Permits & Licenses	40		209	-68	150	-45%	450		450	300%
499 Miscellaneous		25			0	0%			0	0%
520 Buildings & Structures		4,865		16,998	0	***%			0	0%
540 Office Equip/Furnishings		418			0	0%			0	0%
Account:	168,563	190,325	161,685	131,254	170,842	77%	171,979	4,000	175,979	103%
421100 Police Administration										
101 Full-Time Employees - Reg	954,523	959,434	1,081,908	725,707	1,163,129	62%	1,348,317		1,348,317	116%
102 Full-Time Employees - Ove	100,957	125,818	175,164	43,178	90,506	48%	109,500	24,000	133,500	148%
103 Part-Time Employees - Reg	9,098				0	0%			0	0%
105 Temporary Employees - Reg		2			0	0%			0	0%
111 Severance Pay - Vacation/			8,491		0	0%	59,578		59,578	*****%
121 PERA Contributions - Coor	7,537	7,660	8,088	5,745	9,066	63%	10,335		10,335	114%
122 Pera Contributions - Poli	136,833	151,737	184,401	113,279	179,456	63%	194,552		194,552	108%
128 Social Security	6,002	5,985	6,349	4,489	7,495	60%	8,544		8,544	114%
129 Medicare	14,837	15,365	17,557	10,981	17,815	62%	20,276		20,276	114%
131 Health Insurance	244,500	262,029	239,190	181,356	311,627	58%	345,662		345,662	111%
132 Health Care Savings Plan/	213	231		346	0	***%			0	0%
133 Life Insurance	923	1,274	1,447	893	1,631	55%	1,509		1,509	93%
134 Disability Insurance	5,089	5,095	5,147	3,705	6,511	57%	6,143		6,143	94%
151 Workers Compensation	28,511	32,542	36,106	31,279	37,480	83%	19,854		19,854	53%
201 Office Supplies	2,399	1,483	1,539	993	1,500	66%	1,500		1,500	100%
202 Printing Supplies	3,480	2,103	1,438	342	3,000	11%	3,000		3,000	100%
209 Computer Supplies	2,496	1,140	1,183	237	1,500	16%	1,500		1,500	100%
211 Cleaning Supplies	1,520	2,390	1,975	1,307	2,500	52%	2,500		2,500	100%
212 Motor Fuels	40,378	48,200	31,712	17,659	43,000	41%	43,000		43,000	100%
216 Uniforms	18,030	13,051	14,484	15,776	15,000	105%	15,500		15,500	103%
218 Medical Supplies	1,193	368	81	569	800	71%	1,000		1,000	125%
219 Other Operating Supplies	2,417	1,911	1,627	1,389	1,900	73%	1,900		1,900	100%
221 General Supplies		19	815		500	0%	500		500	100%
222 Tires	2,670	4,114	4,324	692	4,800	14%	5,000		5,000	104%
223 Bldg Repair & Maint Suppl			71		0	0%			0	0%
240 Gun Supplies/Ammo/Tasers	9,122	21,034	10,737	10,364	9,750	106%	10,500		10,500	108%
308 Legal Fees	84,910	90,118	86,584	48,807	94,000	52%	94,000		94,000	100%
314 Computer/Software Fees	12,210	13,623	16,448	13,578	15,000	91%	16,000		16,000	107%
315 School & Conference	11,181	8,456	6,243	6,187	10,500	59%	10,500		10,500	100%
317 Personnel Testing, Physic	256	1,837	3,801	30	1,000	3%	2,000		2,000	200%
319 Contracted Services	229	971	993	3,070	0	***%	3,000		3,000	*****%
320 Personnel Search Expenses	965		56		0	0%	1,000		1,000	*****%
321 Telephone	9,023	9,668	9,966	7,797	9,150	85%	10,000		10,000	109%
325 Postage	1,171	1,140	938	599	1,000	60%	1,200		1,200	120%
331 Travel Expense	4,413	6,136	10,165	8,378	8,500	99%	8,500		8,500	100%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
343 Community Relations	502	1,674	903	529	1,500	35%	1,500		1,500	100%
351 Legal Notices Publishing	137	70	140	388	100	388%	300		300	300%
354 Administrative Charges			120		0	0%			0	0%
361 General Liability Insuran	11,043	19,527	23,670	25,161	25,559	98%	24,693		24,693	97%
404 Equipment Maintenance	4,245	2,929	5,692	521	3,200	16%	4,300		4,300	134%
405 Computer Maintenance	19,837	23,655	19,734	13,530	18,000	75%	20,000		20,000	111%
406 Vehicle Maintenance	11,120	9,557	8,603	7,104	12,000	59%	12,000		12,000	100%
413 Equipment Rental	4,531	4,098	3,681	2,819	4,815	59%	4,800		4,800	100%
434 Employee Recognition Prog		50	293	138	250	55%			0	0%
436 Towing Charges		155	65	325	500	65%	750		750	150%
451 Dues & Subscriptions	931	1,795	2,028	1,442	1,400	103%	1,750		1,750	125%
460 Permits & Licenses	537	384	693	504	600	84%	400		400	67%
490 K-9 Expenses	1,558	10,316	1,464	2,363	2,100	113%	2,100		2,100	100%
495 Property Damage Reimb. by	2,448	4,996	1,000	1,300	3,000	43%	3,000		3,000	100%
496 Insurance Deductible		1,000			0	0%			0	0%
499 Miscellaneous	3,731	2,364	4,748	3,619	3,500	103%	3,500		3,500	100%
540 Office Equip/Furnishings	6,072	14,562	2,128	4,651	5,000	93%	3,000	4,240	7,240	145%
544 Motor Vehicles	76,282	83,116	63,375	79,307	81,500	97%	82,000		82,000	101%
580 Other Equipment	3,662	12,268	5,827	12,011	12,000	100%	8,300	2,000	10,300	86%
720 Transfer Out	15,000	15,185	15,000		0	0%			0	0%
Account:	1,878,722	2,002,635	2,128,192	1,414,444	2,223,140	64%	2,528,763	30,240	2,559,003	115%
422100 Fire Administration										
125 Firemens Pension Contribu	25,000	25,000	25,000	18,750	25,000	75%	25,000		25,000	100%
131 Health Insurance				14,296	0	***%			0	0%
151 Workers Compensation	11,091	14,963	15,654	12,525	14,091	89%	14,296		14,296	101%
301 Audit/Account Services	5,475	5,713	6,075	7,000	5,850	120%	5,850		5,850	100%
308 Legal Fees	61	530	231	484	250	194%			0	0%
317 Personnel Testing, Physic	800	3,688	1,377	350	2,000	18%	2,000		2,000	100%
318 Fire Protection	375,000	375,000	375,000	281,250	375,000	75%	477,000		477,000	127%
319 Contracted Services		1,254	22,862	500	0	***%			0	0%
361 General Liability Insuran	202				0	0%			0	0%
363 2% Fire Insurance	39,376	61,627	56,452		35,000	0%	35,000		35,000	100%
540 Office Equip/Furnishings		2,388			0	0%			0	0%
Account:	457,005	490,163	502,651	335,155	457,191	73%	559,146	0	559,146	122%
422901 Firehall #1 Maple Grove Road										
101 Full-Time Employees - Reg	10,812	10,963	11,348	8,067	9,840	82%	11,156		11,156	113%
102 Full-Time Employees - Ove	434	640	701	173	70	247%	404		404	577%
103 Part-Time Employees - Reg	321		320	362	0	***%			0	0%
105 Temporary Employees - Reg	110	271			0	0%			0	0%
121 PERA Contributions - Coor	837	829	929	618	735	84%	832		832	113%
128 Social Security	688	699	728	507	614	83%	687		687	112%
129 Medicare	161	164	170	119	144	83%	161		161	112%
131 Health Insurance	4,833	4,661	4,701	3,470	4,214	82%	4,583		4,583	109%
133 Life Insurance	15	15	17	11	14	79%	13		13	93%
134 Disability Insurance	61	59	62	41	55	75%	49		49	89%
151 Workers Compensation	421	460	533	483	566	85%	399		399	70%
219 Other Operating Supplies			60		0	0%			0	0%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
223 Bldg Repair & Maint Suppl	183	1,466	1,285	346	2,300	15%	2,500		2,500	109%
321 Telephone	3,352	3,195	1,440	910	1,300	70%	1,316	900	2,216	170%
322 Internet	628	647	1,713	1,117	1,700	66%	1,800		1,800	106%
361 General Liability Insuran	3,250	3,261	3,078	2,991	3,038	98%	2,944		2,944	97%
381 Electricity	18,666	18,116	16,864	9,142	18,500	49%	18,500		18,500	100%
383 Heating Gas	10,229	18,247	7,702	6,527	15,000	44%	15,000		15,000	100%
401 Building Maintenance		5,059	1,059		2,000	0%	5,000		5,000	250%
404 Equipment Maintenance	844	844	1,164	1,003	844	119%			0	0%
405 Computer Maintenance	7				0	0%			0	0%
460 Permits & Licenses			10	10	0	***%			0	0%
Account:	55,852	69,596	53,884	35,897	60,934	59%	65,344	900	66,244	109%
422902 Firehall #2 Morris Thomas Road										
223 Bldg Repair & Maint Suppl	356	426	2,084	626	950	66%	950		950	100%
322 Internet				422	0	***%	900		900	*****%
361 General Liability Insuran	247	266	286	314	283	111%	344		344	122%
381 Electricity	1,391	1,676	1,817	936	1,100	85%	1,800		1,800	164%
383 Heating Gas	1,546	2,189	2,622	748	2,000	37%	2,500		2,500	125%
401 Building Maintenance		10			0	0%			0	0%
Account:	3,540	4,567	6,809	3,046	4,333	70%	6,494	0	6,494	150%
422903 Firehall #3 Midway Road										
223 Bldg Repair & Maint Suppl	1,701	107	2,002	255	1,000	26%	1,000		1,000	100%
322 Internet			163	631	0	***%	950		950	*****%
361 General Liability Insuran	369	374	380	373	376	99%	370		370	98%
381 Electricity	1,600	1,637	1,247	838	1,300	64%	1,600		1,600	123%
383 Heating Gas	5,717	8,536	6,386	2,282	6,000	38%	6,500		6,500	108%
401 Building Maintenance		529			0	0%			0	0%
413 Equipment Rental	281		113		0	0%			0	0%
460 Permits & Licenses	10		10	10	0	***%			0	0%
Account:	9,678	11,183	10,301	4,389	8,676	51%	10,420	0	10,420	120%
424100 Building Inspection										
101 Full-Time Employees - Reg	9,872	9,806	84,965	52,920	92,467	57%	10,371	83,687	94,058	102%
121 PERA Contributions - Coor	716	712	6,372	3,969	6,935	57%	778	6,277	7,055	102%
128 Social Security	609	597	5,491	3,484	5,733	61%	643	5,189	5,832	102%
129 Medicare	142	140	1,284	815	1,340	61%	150	1,213	1,363	102%
131 Health Insurance	6,125	5,744	27,068	16,314	28,042	58%	2,384	22,913	25,297	90%
132 Health Care Savings Plan/	61				0	0%			0	0%
133 Life Insurance	17	41	315	166	306	54%	15	258	273	89%
134 Disability Insurance	56	54	283	262	495	53%	64	404	468	95%
151 Workers Compensation	51	329	638	409	712	57%	141		141	20%
201 Office Supplies	127	76	575	165	200	83%	350		350	175%
202 Printing Supplies					0	0%	100		100	*****%
209 Computer Supplies	99				0	0%			0	0%
227 Street Lights & Signs	1,357	829	885	537	1,000	54%	1,200		1,200	120%
304 Parcel Research Fees			97		0	0%	200		200	*****%
307 Building Inspector Fees	68,376	67,911	374		0	0%			0	0%
308 Legal Fees		270	420		1,000	0%	1,000		1,000	100%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
315 School & Conference			389	206	275	75%	300		300	109%
321 Telephone	11				25	0%	25		25	100%
325 Postage	132	138	134	97	150	65%	150		150	100%
331 Travel Expense			5,452	3,496	5,000	70%	5,000		5,000	100%
380 Property Taxes	3,313				0	0%			0	0%
404 Equipment Maintenance	25				0	0%			0	0%
405 Computer Maintenance	1,555	1,190	1,024	683	1,200	57%	1,461		1,461	122%
451 Dues & Subscriptions	370	425	240	240	550	44%	500		500	91%
540 Office Equip/Furnishings		620			0	0%			0	0%
Account:	93,014	88,882	136,006	83,763	145,430	58%	24,832	119,941	144,773	100%
427100 Poundmaster										
219 Other Operating Supplies	83				0	0%			0	0%
319 Contracted Services	4,685	3,800	2,510	1,390	4,000	35%	2,600		2,600	65%
Account:	4,768	3,800	2,510	1,390	4,000	35%	2,600	0	2,600	65%
431100 Street Department										
101 Full-Time Employees - Reg	162,007	173,908	165,540	106,439	202,326	53%	179,898		179,898	89%
102 Full-Time Employees - Ove	8,933	11,792	7,348	7,540	4,847	156%	5,597		5,597	115%
103 Part-Time Employees - Reg	3,634			1,521	0	***%			0	0%
104 Part-Time Employees - Ove	852				0	0%			0	0%
105 Temporary Employees - Reg	76	100			1,301	0%			0	0%
106 Temporary Employees - Ove	133				0	0%			0	0%
111 Severance Pay - Vacation/				7,204	0	***%			0	0%
121 PERA Contributions - Coor	12,594	13,373	13,078	8,548	15,538	55%	13,417		13,417	86%
128 Social Security	10,734	11,379	10,578	7,545	12,925	58%	11,092		11,092	86%
129 Medicare	2,510	2,661	2,474	1,765	3,023	58%	2,594		2,594	86%
131 Health Insurance	57,388	59,609	58,550	46,023	64,680	71%	71,716		71,716	111%
132 Health Care Savings Plan/	160	270		19,694	0	***%			0	0%
133 Life Insurance	205	284	339	132	368	36%	297		297	81%
134 Disability Insurance	857	839	906	508	1,140	45%	826		826	72%
151 Workers Compensation	12,213	12,183	18,111	9,624	19,597	49%	1,158		1,158	6%
201 Office Supplies	77	45		240	285	84%			0	0%
202 Printing Supplies	214	15	60		95	0%			0	0%
209 Computer Supplies	414				190	0%			0	0%
211 Cleaning Supplies					0	0%	500		500	*****%
212 Motor Fuels	54,338	53,221	24,534	17,064	45,000	38%	47,000		47,000	104%
213 Lubricants/Additives	291	2,378	1,131	991	2,375	42%	2,375		2,375	100%
219 Other Operating Supplies	206	307	179	1,428	0	***%			0	0%
221 General Supplies	2,744	1,460	1,834	4,731	3,800	125%	4,000		4,000	105%
222 Tires		4,761	4,295	623	2,000	31%	2,100		2,100	105%
223 Bldg Repair & Maint Suppl		324	168	132	175	75%		184	184	105%
224 Land Maintenance & Repair	73	325		204	0	***%			0	0%
225 Street Maintenance Suppli	19,237	21,350	17,182	6,936	19,000	37%	28,000		28,000	147%
226 Sand, Salt, Chloride	60,850	43,618	39,663	19,393	63,650	30%	68,000		68,000	107%
227 Street Lights & Signs	4,883	6,427	2,648	2,203	2,500	88%	2,500		2,500	100%
305 Engineer Fees		151	9,045	4,500	0	***%	4,725		4,725	*****%
308 Legal Fees		5	203		0	0%			0	0%
314 Computer/Software Fees	747	65	299	285	0	***%	300		300	*****%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
315 School & Conference	491	295	90	296	500	59%	525		525	105%
319 Contracted Services	22,267	25,895	30,969	15,308	27,000	57%	30,000		30,000	111%
320 Personnel Search Expenses	146	173			0	0%			0	0%
321 Telephone	1,569	3,817	1,863	1,774	2,400	74%	2,520		2,520	105%
322 Internet		828	317	200	295	68%	350		350	119%
323 Gopher One Call Locates					1,120	0%			0	0%
324 Radio Communcations	750	505			250	0%			0	0%
325 Postage	39				0	0%			0	0%
331 Travel Expense	653	413		255	250	102%	263		263	105%
351 Legal Notices Publishing	35	35	532	531	0	***%	500		500	*****%
361 General Liability Insuran	10,244	9,993	9,636	7,192	9,552	75%	4,832		4,832	51%
383 Heating Gas		293			0	0%			0	0%
384 Garbage Removal		333			0	0%			0	0%
395 State Fees/Surcharges		314			0	0%			0	0%
403 Road Maintenance	25,713	14,805	15,238	6,033	20,000	30%	60,000		60,000	300%
404 Equipment Maintenance	21,648	39,108	29,777	20,694	17,000	122%	44,850		44,850	264%
405 Computer Maintenance	4,097	6,573	5,851	3,831	6,400	60%	7,054		7,054	110%
406 Vehicle Maintenance	2,841	5,797	3,183	14,894	2,000	745%	3,000		3,000	150%
413 Equipment Rental	4,974	3,149	3,913	10,531	4,000	263%	4,200		4,200	105%
417 Uniform Rental	357	315	477	229	400	57%	4,000		4,000	1000%
434 Employee Recognition Prog		298	50	41	275	15%	280		280	102%
451 Dues & Subscriptions	15	32	15		50	0%	53		53	106%
460 Permits & Licenses		528		176	0	***%	180		180	*****%
495 Property Damage Reimb. by	1,000	1,000			0	0%			0	0%
496 Insurance Deductible	393			1,000	0	***%	1,000		1,000	*****%
499 Miscellaneous	80	33		114	0	***%	100		100	*****%
530 Improvements Other Than B				2,689	0	***%			0	0%
540 Office Equip/Furnishings	173	1,243		1,827	0	***%			0	0%
543 Heavy Equipment		140	28,202		0	0%			0	0%
544 Motor Vehicles			646	12,161	32,600	37%			0	0%
580 Other Equipment		10,054	165		0	0%			0	0%
720 Transfer Out		4,565			0	0%			0	0%
Account:	513,855	551,384	509,089	375,049	588,907	64%	609,802	184	609,986	104%
431130 City Engineer										
305 Engineer Fees	29,360	17,022	25,500	17,617	27,000	65%	30,000		30,000	111%
320 Personnel Search Expenses				45	0	***%			0	0%
Account:	29,360	17,022	25,500	17,662	27,000	65%	30,000	0	30,000	111%
431150 Street Improvements										
308 Legal Fees			153	87	0	***%			0	0%
Account:			153	87	0	***%	0	0	0	0%
431901 City Garage										
101 Full-Time Employees - Reg	2,109	2,904	1,686	1,141	11,075	10%	10,719		10,719	97%
102 Full-Time Employees - Ove	109	593	437	263	287	92%	422		422	147%
103 Part-Time Employees - Reg	5,170		721	633	0	***%			0	0%
104 Part-Time Employees - Ove	9				0	0%			0	0%
105 Temporary Employees - Reg	414	591			2,277	0%			0	0%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
121 PERA Contributions - Coor	529	245	171	105	852	12%	799		799	94%
128 Social Security	481	250	174	125	839	15%	660		660	79%
129 Medicare	112	59	41	29	198	15%	154		154	78%
131 Health Insurance	1,357	1,296	1,299	1,040	4,370	24%	4,583		4,583	105%
133 Life Insurance	3	2	3	2	16	13%	13		13	81%
134 Disability Insurance	11	12	10	7	62	11%	48		48	77%
151 Workers Compensation	245	545	480	2,007	648	310%	449		449	69%
211 Cleaning Supplies	314		9		0	0%			0	0%
219 Other Operating Supplies	379	160	482	549	600	92%			0	0%
221 General Supplies		24		9	0	***%	630		630	*****%
223 Bldg Repair & Maint Suppl	3,455	2,160	3,413	4,507	2,100	215%	25,000		25,000	1190%
224 Land Maintenance & Repair				3,990	0	***%			0	0%
308 Legal Fees	86				0	0%			0	0%
319 Contracted Services	325	291	75		300	0%	315		315	105%
321 Telephone	2,359	121			0	0%			0	0%
322 Internet	628				0	0%			0	0%
361 General Liability Insuran	3,024	4,177	5,220	3,506	5,067	69%	1,944		1,944	38%
381 Electricity	2,736	3,264	3,014	3,691	3,000	123%	4,000		4,000	133%
383 Heating Gas	3,240	4,341	2,287	2,211	5,000	44%	5,000		5,000	100%
384 Garbage Removal	1,048	976	2,005	1,150	1,100	105%	1,155		1,155	105%
401 Building Maintenance	23,731	1,111	995		2,000	0%	2,000		2,000	100%
404 Equipment Maintenance	201	201	201	134	201	67%	215		215	107%
417 Uniform Rental	3			1,003	0	***%			0	0%
460 Permits & Licenses	10		20		0	0%			0	0%
580 Other Equipment		345			0	0%			0	0%
Account:	52,088	23,668	22,743	26,102	39,992	65%	58,106	0	58,106	145%
432500 Sewer Improvements										
496 Insurance Deductible			923		0	0%			0	0%
Account:			923		0	***%	0	0	0	0%
452100 Parks										
101 Full-Time Employees - Reg	6,550	7,285	11,475	4,562	14,669	31%	11,219		11,219	76%
102 Full-Time Employees - Ove	40	875	458	282	286	99%	466		466	163%
103 Part-Time Employees - Reg	4,580		7,159	5,379	0	***%	12,636		12,636	*****%
105 Temporary Employees - Reg	2,873	7,588			4,337	0%			0	0%
106 Temporary Employees - Ove		68			0	0%			0	0%
121 PERA Contributions - Coor	748	574	914	363	1,122	32%	836		836	75%
128 Social Security	863	971	1,170	627	1,196	52%	1,475		1,475	123%
129 Medicare	204	227	274	147	280	53%	345		345	123%
131 Health Insurance	3,352	3,131	4,606	2,301	5,845	39%	4,583		4,583	78%
133 Life Insurance	9	10	17	6	21	29%	13		13	62%
134 Disability Insurance	37	33	60	23	83	28%	50		50	60%
151 Workers Compensation	396	573	936	907	835	109%	870		870	104%
212 Motor Fuels	2,140	1,724	1,312	431	2,500	17%	2,500		2,500	100%
219 Other Operating Supplies			12		0	0%			0	0%
221 General Supplies	1,592	251	494	917	650	141%	700		700	108%
223 Bldg Repair & Maint Suppl	1,142	1,932	5,486	784	3,000	26%	3,000		3,000	100%
224 Land Maintenance & Repair	13,269	23,617	14,505	13,583	27,000	50%	27,000		27,000	100%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
227 Street Lights & Signs		149			0	0%			0	0%
304 Parcel Research Fees		69			0	0%			0	0%
305 Engineer Fees			3,803		1,500	0%	1,500		1,500	100%
306 Planning & Zoning Fees	2,059				0	0%			0	0%
308 Legal Fees		308	301		300	0%	300		300	100%
310 Recording/Filing Fees		46			0	0%			0	0%
316 GIS Services	88				0	0%			0	0%
319 Contracted Services		1,750	120	394	200	197%	200		200	100%
325 Postage	60	71	71	40	70	57%	75		75	107%
331 Travel Expense			97		0	0%			0	0%
361 General Liability Insuran	11,604	12,079	11,915	6,596	11,732	56%	1,460		1,460	12%
381 Electricity	3,753	5,423	4,031	2,908	3,800	77%	3,800		3,800	100%
384 Garbage Removal	43	496			50	0%	100		100	200%
395 State Fees/Surcharges		250			0	0%			0	0%
404 Equipment Maintenance	1,125	2,045	4,163	2,298	2,500	92%	2,750		2,750	110%
413 Equipment Rental	2,382	2,851	2,890	1,360	2,000	68%	2,300		2,300	115%
460 Permits & Licenses	39	79		32	75	43%	75		75	100%
510 Land Acquisition		343			0	0%			0	0%
530 Improvements Other Than B			23,445		0	0%			0	0%
540 Office Equip/Furnishings			826		0	0%			0	0%
542 Light Equipment			816		0	0%			0	0%
580 Other Equipment	51,210		165		0	0%			0	0%
720 Transfer Out			1,500		0	0%			0	0%
Account:	110,158	74,818	103,021	43,940	84,051	52%	78,253	0	78,253	93%
452200 Community Building										
101 Full-Time Employees - Reg	3,422	1,984	1,273	1,162	4,866	24%	5,578		5,578	115%
102 Full-Time Employees - Ove	177	303	350	86	35	246%	202		202	577%
103 Part-Time Employees - Reg	1,231		222	168	0	***%			0	0%
105 Temporary Employees - Reg		222			434	0%			0	0%
121 PERA Contributions - Coor	346	160	134	94	368	26%	416		416	113%
128 Social Security	288	150	109	84	331	25%	344		344	104%
129 Medicare	67	35	26	20	77	26%	80		80	104%
131 Health Insurance	1,302	972	837	719	2,107	34%	2,291		2,291	109%
133 Life Insurance	3	2	2	2	7	29%	6		6	86%
134 Disability Insurance	14	10	8	7	27	26%	25		25	93%
151 Workers Compensation	240	242	114	253	305	83%	199		199	65%
223 Bldg Repair & Maint Suppl	2,731	444	438	93	500	19%	1,500		1,500	300%
224 Land Maintenance & Repair	1,050	779			100	0%	200		200	200%
314 Computer/Software Fees			299	285	0	***%			0	0%
321 Telephone	5,568	3,967	930	399	1,300	31%	1,300	121	1,421	109%
322 Internet	628	680	989	792	600	132%	700		700	117%
361 General Liability Insuran	1,828	1,827	2,154	2,338	2,164	108%	2,512		2,512	116%
381 Electricity	4,500	4,145	4,154	2,668	4,500	59%	4,200		4,200	93%
383 Heating Gas	3,032	10,136	2,193	2,223	4,000	56%	4,000		4,000	100%
401 Building Maintenance			896		1,500	0%	1,500		1,500	100%
404 Equipment Maintenance	121	121	319	80	121	66%			0	0%
405 Computer Maintenance		1,093			0	0%	285		285	*****%
460 Permits & Licenses	10				0	0%			0	0%

Account Object	Actuals 2013	2014	2015	2016	Current Budget 2016	% Exp. 2016	Prelim. Budget 17	Budget Changes 17	Final Budget 17	% Old Budget 17
580 Other Equipment		345			0	0%			0	0%
Account:	26,558	27,617	15,447	11,473	23,342	49%	25,338	121	25,459	109%
465200 Community Development										
310 Recording/Filing Fees				46	0	***%			0	0%
Account:				46	0	***%	0	0	0	0%
471200 Other Debt Principal										
602 Other Long Term Obligatio	5,000	8,344	8,710	9,110	9,092	100%	9,491		9,491	104%
Account:	5,000	8,344	8,710	9,110	9,092	100%	9,491	0	9,491	104%
472200 Interest - Other Debt										
613 Interest/Short Term Debt		1,563	1,197	797	815	98%	416		416	51%
Account:		1,563	1,197	797	815	98%	416	0	416	51%
490100 Cemetery										
101 Full-Time Employees - Reg	79	269	451	134	1,826	7%	1,083		1,083	59%
102 Full-Time Employees - Ove		11	59	27	55	49%	39		39	71%
103 Part-Time Employees - Reg	695		752	815	0	***%	1,404		1,404	*****%
105 Temporary Employees - Reg	25	796			325	0%			0	0%
106 Temporary Employees - Ove		8			0	0%			0	0%
121 PERA Contributions - Coor	50	20	39	12	141	9%	81		81	57%
128 Social Security	49	67	78	60	137	44%	154		154	112%
129 Medicare	12	16	18	14	32	44%	36		36	113%
131 Health Insurance		144	229	127	705	18%	458		458	65%
133 Life Insurance			1		3	0%	1		1	33%
134 Disability Insurance		2	2	1	10	10%	5		5	50%
151 Workers Compensation	58	92	127	131	120	109%	139		139	116%
308 Legal Fees		131			0	0%			0	0%
Account:	968	1,556	1,756	1,321	3,354	39%	3,400	0	3,400	101%
492200 Insurance										
151 Workers Compensation	915	259	2,668	236	471	50%			0	0%
361 General Liability Insuran	13,971	10,522	10,767	11,931	10,032	119%	13,686		13,686	136%
Account:	14,886	10,781	13,435	12,167	10,503	116%	13,686	0	13,686	130%
493100 Other Financing Uses										
432 Bad Debts			7,573		0	0%			0	0%
Account:			7,573		0	***%	0	0	0	0%
495000 Transfer Out										
720 Transfer Out			370,000	300,000	78,446	382%	33,000		33,000	42%
Account:			370,000	300,000	78,446	382%	33,000	0	33,000	42%
Fund:	4,224,753	4,361,857	4,749,104	3,309,681	4,720,500	70%	5,051,407	169,857	5,221,264	111%
Grand Total:	4,224,753	4,361,857	4,749,104	3,309,681	4,720,500		5,051,407	169,857	5,221,264	

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

DATE: September 9, 2016

SUBJECT: PUD Amendment for Heartwood Addition reducing side yard setbacks to 10 foot minimum with a 20 foot aggregate total.

Meeting Date: September 19, 2016
Agenda Item: **Resolution 2016-111**
12-F

RECOMMENDED ACTION: Staff recommends approval of the amendment to the Heartwoods Addition Planned Unit Development (PUD).

DESCRIPTION OF REQUEST:
Requested is a recommendation of approval for an amendment to an approved PUD to reduce the side yard setback from 10 foot minimum, 25 foot aggregate to 10 foot minimum, 20 foot aggregate. The rationale being that the original platting of the property, particularly along the cul-de-sac, created 'pie' shaped lots with narrow street frontage. The siting of future homes on these lots while meeting the 25 foot aggregate sideyard setback has become challenging and the developer has requested amending the PUD to allow for the 10 foot minimum, 20 foot aggregate which would provide greater flexibility in the development of these lots.

BACKGROUND:
The PUD for Heartwoods (formerly the Woods in Hermantown) came before the Planning Commission and City Council beginning in early 2004. The development came forward at various densities before settling on an overall density of 2.57 units per acre with a total of 12 twin home structures (24 new units).

The proposed twin homes were to be constructed as side-by-side dwelling units with one shared wall, as is typical in many developments in the City. Each side of the twin home was to have its own water and sewer service. In some cases, the twin homes would share a driveway, although the plans do not specify exact driveway locations. The site was to be developed with covenants in place to protect shared common areas, including lands that were to be owned and maintained by a homeowners association.

In 2014, the developer requested to amend the PUD to allow for the construction of four single family lots (Lots 1-4) in the NE quadrant of the development. The request was made due to changes in the market demand for development in Hermantown, with the developer believing that these four lots within the development be converted to single family residential development within the PUD plan. These four lots were approved with the following setbacks:

Front Yard: 25 feet
Side Yard: 10 feet; 20 foot aggregate
Rear Yard: 30 feet

Except for changes to the setbacks and the overall form of these four lots, there were no other changes proposed to the existing PUD. Staff believed that the total size of the proposed homes

would not markedly change from the proposed twin homes and that ample yard and common space would remain an important characteristic of the development.

SUMMARY:
The proposed amendment to the PUD is consistent with the City's development goals for residential housing in the affected area of the City. The reduction in overall side yard setback will continue to allow for construction of quality housing within the City on large suburban lots. The lots will remain part of the homeowners association, allowing for continued partnership between the City, developer, and future homeowners, as conceived in the original PUD approval.

RECOMMENDATION:
Staff recommends approval of the amendment to the PUD, subject to the following:

1. The PUD Amendment for Heartwoods Addition, shall allow for the following setback modifications:
    a. Side yard setbacks – 10 feet on each side, 20 foot aggregate

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver a PUD Amendment Order on behalf of the City of Hermantown upon approval of the Mayor, City Clerk, and City Attorney.

3. Developer shall comply with the following conditions:
    a. Prior to building permit issuance:
        i. All professional fees incurred by the City in connection with the PUD Amendment must be paid.
        ii. All necessary permits, including but not limited to stormwater, erosion control, and driveways, shall be issued.
        iii. The documents creating the Homeowners Association shall be prepared by the developer and reviewed by the City Attorney.

    b. All conditions of prior approvals shall be met, including any conditions set forth in Resolutions 2014-56, 2005-65 and 2004-84.

    c. The developer shall sign a consent form assenting to all conditions of this approval.

    d. The developer shall pay an administrative fine of $750 per violation of any condition of this approval.

SOURCE OF FUNDS (if applicable)
N/A

ATTACHMENTS

- Letter Requesting PUD Amendment
- Location Map
- Heartwoods Addition Plat
- Resolution
- Acceptance of Conditions

Letter Requesting PUD Amendment

Billman
Construction
Duluth, Mn
729-7570
SINCE 1980

Amendment Request

July 18, 2016

Josh Bergstad
City Planner
City of Hermantown
5105 Maple Grove Road
Hermantown, MN 55811
jbergstad@hermantownmn.com

RE: Amendment to the Heartwood Addition PUD.

Josh,

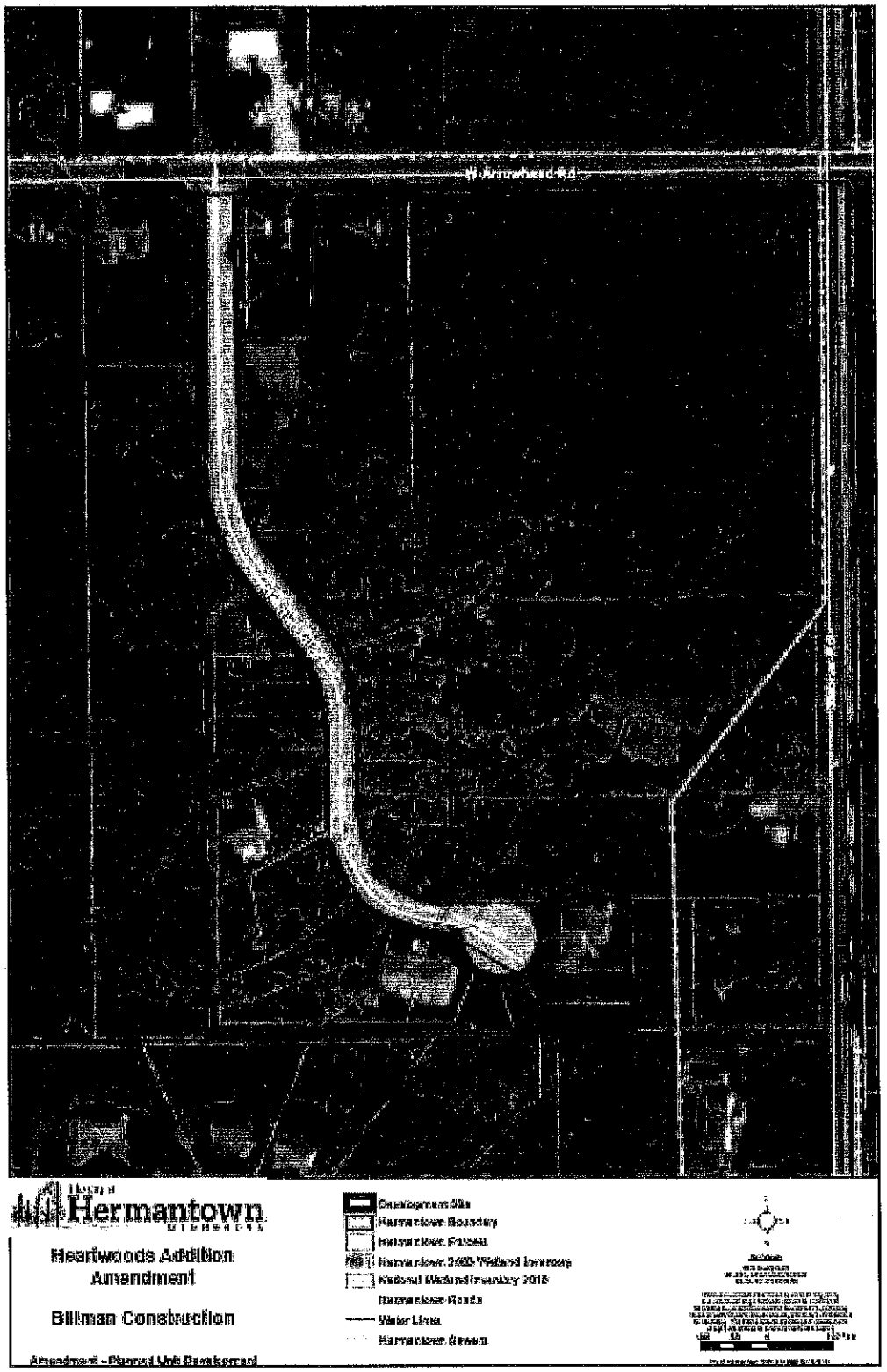
I would like to formally request an Amendment to our PUD Agreement to allow for a ten foot side yard setback with an aggregate of twenty feet instead of an aggregate of twenty five feet. This change would encompass the entire plat.

Sincerely,

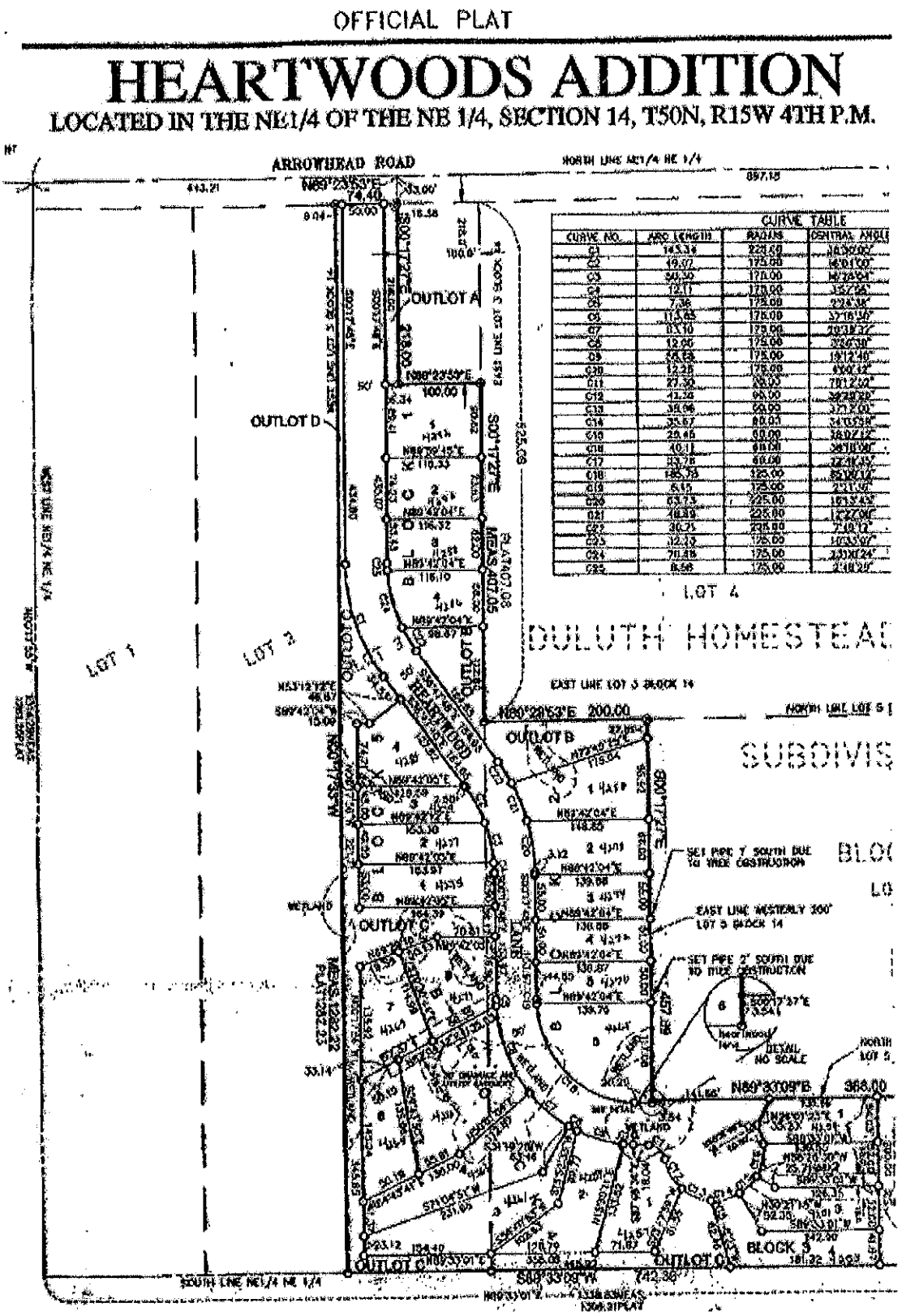
Gregg Billman

5010 Miller Trunk Highway, Duluth, Minnesota 55811

Location Map



Heartwoods Addition Plat



Resolution No. 2016-111

RESOLUTION APPROVING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT ("PUD") OF HEARTWOODS ADDITION AND IMPOSING CONDITIONS ON THE APPROVAL OF THE PUD AMENDMENT

WHEREAS, the final planned unit development of Heartwoods Addition (formerly The Woods in Hermantown) ("PUD") was approved by the City Council on June 6, 2005, under Resolution 2005-65; and

WHEREAS, the developer, Gregg Billman, of Billman Construction, ("Developer") of the PUD applied for an amendment to the approved PUD to reduce the required rear yard setback ("PUD Amendment"); and

WHEREAS, the Hermantown Planning and Zoning Commission has recommended the approval of the PUD Amendment; and

WHEREAS, upon the satisfaction of the conditions set forth herein, the PUD Amendment will satisfy the requirements of the Hermantown Zoning Code; and

WHEREAS, the City Council has duly considered this matter and believes that it is in the best interests of the City of Hermantown that the PUD Amendment be approved, subject to certain conditions being met.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota, as follows:

1. The PUD Amendment for Heartwoods Addition, shall allow for the following setback modifications:
    a. Side yard setbacks – 10 feet on each side, 20 foot aggregate

2. The Mayor and City Clerk are hereby authorized and directed to execute and deliver a PUD Amendment Order on behalf of the City of Hermantown upon approval of the Mayor, City Clerk, and City Attorney.

3. Developer shall comply with the following conditions:
    a. Prior to building permit issuance:
        i. All professional fees incurred by the City in connection with the PUD Amendment must be paid.
        ii. All necessary permits, including but not limited to stormwater, erosion control, and driveways, shall be issued.
        iii. The documents creating the Homeowners Association shall be prepared by the developer and reviewed by the City Attorney.

b. All conditions of prior approvals shall be met, including any conditions set forth in Resolutions 2014-56, 2005-65 and 2004-84.

c. The developer shall sign a consent form assenting to all conditions of this approval.

d. The developer shall pay an administrative fine of $750 per violation of any condition of this approval.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

ACCEPTANCE OF CONDITIONS

Developer hereby acknowledges and accepts the conditions specified on the foregoing Resolution Granting Approval for an Amendment to the Planned Unit Development of Heartwoods Addition ("Resolution") and covenants and agrees to comply with each and every such condition and the conditions of the Resolution.

Developer acknowledges that the failure to comply with all of the conditions shall constitute a violation of the Hermantown Zoning Ordinance and that the City of Hermantown may, in such event, in addition to other remedies, institute any appropriate action or proceeding to prevent, restrain, correct or abate the violation to insure its compliance with the conditions contained in the foregoing Resolution.

IN WITNESS WHEREAS, Developer has executed this Acceptance the ____ day of _____, 2016.

DEVELOPER:

Billman Construction
A Minnesota corporation

By_____
Its_____

STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016.

[NOTARY STAMP]

Notary Public

TO: Mayor & City Council

FROM: John Mulder, City Administrator

The City of Hermantown MINNESOTA

DATE: September 13, 2016 **Meeting Date:** September 19, 2016

SUBJECT: **Revise Resolution 2016-87** **Agenda Item: 12-G** **Resolution 2016-112**

REQUESTED ACTION

Approve the resolution revising 2016-87 and approving the transfer of $41,944.23 from the General Fund (Fund 101) to the Police Program Fund (Fund 251).

BACKGROUND

The City Council adopted Resolution 2016-87 that closed Fund 250 (Police School Relations Fund) and transferred $41,944.23 to Fund 101 (General Fund). The Finance Director and City Administrator believe it would be in the best interest to have transferred the balance to Fund 251 (Police School Relations Fund).

SOURCE OF FUNDS (if applicable)

No expenditures are part of this action. It is simply a transfer of funds from one General Fund 101 to Police Programs Fund 251. The amount to be transferred is $41,944.23.

ATTACHMENTS

Resolution

Resolution No. 2016-112

RESOLUTION REVISING 2016-87 AND APPROVING THE TRANSFER OF $41,944.23 FROM THE GENERAL FUND (FUND 101) TO THE POLICE PROGRAM FUND (FUND 251)

WHEREAS, the City Council adopted Resolution 2016-87 that closed Fund 250 (Police School Relations Fund); and

WHEREAS, Resolution 2016-87 transferred the balance of Police School Relations Fund (Fund 250), in the amount of $41,944.23, to the General Fund (Fund 101); and

WHEREAS, The Finance Director and the City Administrator believe it would be in the best interest to have transferred the balance to Fund 251 (Police Program Fund)

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, as follows:

1. The City Finance Director is hereby authorized and directed to transfer out $41,944.23 from General Fund (Fund 101) to Police Program Fund (Fund 251).

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

City Council Agenda Report
September 19, 2016

Resolution 2016-114
Agenda Item: 12-H

TO: Mayor & City Council

FROM: John Mulder, City Administrator

The City of Hermantown MINNESOTA

DATE:	**September 13, 2016**	**Meeting Date:**	**9/1/16**
SUBJECT:	**Supporting use of Sales Tax for Wellness Center**	**Agenda Item:**	**Resolution 2016-114 12- H**

REQUESTED ACTION

Approve a resolution supporting the use of the sales tax for a regional, multiuse health and wellness center and approving a Hermantown Sales Tax Fact Sheet.

BACKGROUND

The City Council has requested that the Legislature authorize an expanded use of existing sales tax revenue for the Regional Wellness Center. That request was included in the tax bill that was adopted by the Legislature. The bill includes a requirement that the additional use be approved by the votes in the general election. The Council has approved the wording of the referendum question and the question will be on the November 8, 2016 ballot.

The City may not spend money on advocacy of the question, but may provide informational material related to the question. The wording of that informational material is attached.

SOURCE OF FUNDS (if applicable)

n/a

ATTACHMENTS

Resolution

Resolution No. 2016-114

RESOLUTION SUPPORTING THE USE OF THE HERMANTOWN SALES TAX FOR A REGIONAL, MULTIUSE HEALTH AND WELLNESS CENTER

WHEREAS, studies have determined that St. Louis County is ranked 74th out of 87 counties in the State of Minnesota with regard to the health and fitness of residents in St. Louis County; and

WHEREAS, a group of dedicated citizens from fourteen townships and the City of Hermantown and the City of Rice Lake have worked to develop a plan to provide a health and wellness center in order to attempt to address the health and wellness needs of south St. Louis County; and

WHEREAS, the Minnesota Legislature approved a grant of $250,000.00 in 2015 to fund predesign planning for a regional health and wellness facility; and

WHEREAS, a predesign report was prepared and provided to the appropriate State agencies; and

WHEREAS, Essentia Health joined in the effort to change the level of wellness in south St. Louis County and has committed to provide a $2,000,000.00 grant to assist in the development of a regional, multiuse health and wellness center and provide physical therapy, exercise and rehabilitation related, and wellness related clinical activities within the center; and

WHEREAS, the City of Rice Lake (when it was the Town of Rice Lake), the City of Proctor and fourteen townships have passed resolutions in support of the health and wellness center; and

WHEREAS, St. Louis County has committed to assist with funding for the health and wellness center; and

WHEREAS, the Hermantown School District has committed to assist in the development of the health and wellness center by providing land and the present middle school building for the health and wellness center; and

WHEREAS, the Duluth YMCA has committed to assist with the funding for the health and wellness center and to operate a YMCA facility in the health and wellness center that provides a full range of programming; and

WHEREAS, the City of Hermantown presently has in effect a local sales tax with a rate of one percent (1%); and

WHEREAS, the City of Hermantown, by Resolution No. 2016-38 adopted on March 21, 2016 and by Resolution No. 2016-52 adopted on April 25, 2016, expressed its desire to include in the permissible uses of its local sales tax a regional health and wellness facility; and

WHEREAS, the City of Hermantown desires to reaffirm its desire to utilize its local sales tax to pay for the construction and equipping of a regional, multiuse wellness center; and

WHEREAS, the City Council, by Resolution No. 2016-96, approved a question to be posed to voters at the November 8, 2016 election regarding the use of the Hermantown sales tax for a regional multipurpose and wellness center; and

WHEREAS, the City Council desires to provide notice of, and conduct public forums at which proponents and opponents on the merits of the ballot question are given equal time to express their opinions on the merits of the ballot question; provide facts and data on the impact of the proposed sales tax on consumer purchases; and provide facts and data related to the programs and projects to be funded with the sales tax; and

WHEREAS, the City Council has reviewed the Hermantown Sales Tax Fact Sheet attached hereto as Exhibit A and believes that it is accurate; and

WHEREAS, the City Council desires that the Hermantown Sales Tax Fact Sheet be disseminated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota as follows:

1. The City Council hereby supports the use of the Hermantown sales tax for the construction and equipping of a regional, multi-use wellness center.

2. The Hermantown Sales Tax Fact Sheet is hereby approved.

3. The City Administrator is hereby authorized to disseminate the Hermantown Sales Tax Fact Sheet as follows:

   3.1. By sending it out to all residents via U.S. Mail

   3.2. By posting it on the City's webpage;

   3.3. By posting it on the City's Facebook page; and

   3.4. In whatever manner the City Administrator deems appropriate.

4. The City Administrator is hereby authorized to provide notice of public forums at which proponents and opponents on the merits of the sales tax question are given equal time to express their opinions on the merits of the sales tax question.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

EXHIBIT A

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

DATE: September 13, 2016 **Meeting Date:** **September 19, 2016**

SUBJECT: Application to Greater Minnesota Parks and Trails Commission **Agenda Item: 12-I** **Resolution 2016-115**

REQUESTED ACTION

Motion to approve a grant funding request associated with the Munger Trail Spur, which has been designated by the Greater Minnesota Parks and Trails Commission as a regional park or trail.

BACKGROUND

The Hermantown City Council adopted a resolution adopting the Munger Trail Spur Connection Study (the "Plan") as Amendment #1 to the City's Parks and Trail Plan on October 5, 2015. The City submitted the plan to the Greater Minnesota Regional Parks and Trails Commission ("GMRPTC") for consideration in May 2016 and it received designation as a regional trail by the GMRPTC in August 2016

This designation allows for the City of Hermantown to pursue funding request(s) with the GMRPTC for the next steps involved in the trail planning and implementation process. The City is requesting a grant request of $1,000,000 with a City of Hermantown match of $50,000 for the purpose of finalization of the Master Plan trail alignment ($40,000), engaging an engineering firm with the construction document process ($360,000) and the acquisition of easements ($650,000) associated with the first segment (Hermantown Schools Campus to Stebner Park). These funds would be available for the 2018 funding year and would need to be used by June 30, 2020.

SOURCE OF FUNDS (if applicable)

Funds available through the MN DNR Clean Water, Land, and Legacy Amendment.

ATTACHMENTS

- Resolution Authorizing Application

Resolution No. 2016-115

RESOLUTION AUTHORIZING THE CITY OF HERMANTOWN TO SPONSOR A GRANT FUNDING REQUEST ASSOCIATED WITH THE MUNGER TRAIL SPUR ROUTE PLAN

BE IT RESOLVED by the city council of the City of Hermantown, Minnesota, as follows:

WHEREAS, the City of Hermantown has the legal authority to sponsor a grant funding request associated with the Munger Trail Spur (PROJECT), which has been previously designated by the Greater Minnesota Regional Park and Trail Commission (COMMISSION) as a regional trail; and

WHEREAS, the City is fully aware of the information provided in the funding request, including any non-state match and any other long-term commitments as defined in the funding request, related master plan and any supporting information as submitted; and

WHEREAS, that, if selected for funding by the COMMISSION the City shall act as a legal sponsor for the PROJECT contained in the Department of Natural Resources (DNR) Parks and Trails Legacy Grant Application (STATE'S GRANT APPLICATION) and that the Community Development Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City; and

WHEREAS, the City of Hermantown has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the funding request and therefore, also in the STATE'S GRANT APPLICATION; and

WHEREAS, the City of Hermantown has or will acquire fee title or permanent easement over the land described in the funding request and therefore, also in the STATE'S GRANT APPLICATION for regional parks and trails and has or will acquire fee title, perpetual easement or a minimum of a 20 year lease over the land described in the funding request and therefore, also in the STATE'S GRANT APPLICATION for regional trails; and

WHEREAS, that upon approval of its application by the state, the City may enter into an agreement with the State of Minnesota for the above referenced project, and that the City certifies that it will comply with all applicable laws and regulations as stated in the grant contract including the commitment to maintain the trail for a period of no less than 20 years and providing a perpetual easement for recreational trail purposes on all lands acquired for trail use

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

TO: Mayor & City Council

FROM: Kevin Orme, Finance Director

DATE: September 19, 2016 **Meeting Date:** **9/19/16**

SUBJECT: **Credit Card Use Policy** **Agenda Item: 12-J** **Resolution 2016-116**

REQUESTED ACTION

Approve Terminating Purchasing Card Policy and adopting Credit Card Use Policy

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BACKGROUND

The City currently has a Purchasing Card Policy adopted 7/5/11 (Resolution 2011-52) in section one of the City of Hermantown Handbook. Subsequent to this policy being adopted the City obtained credit cards in addition to purchasing cards for some employees. As far as I know, no similar credit card policy was adopted. As we transition to a different bank, we are going to quit using the purchasing cards and only have credit cards for those that need them. This resolution will terminate the current purchasing card policy in section one of the City of Hermantown Handbook and adopt the attached credit card use policy to our City of Hermantown Handbook in section nine new item five.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Credit Card Use Policy

CITY OF HERMANTOWN
CREDIT CARD USE POLICY

In accordance with Minn. Stat. 471.382, the Hermantown City Council may authorize the use of a credit card by a City employee or officer otherwise authorized to make purchases on behalf of the City. If a City employee or officer makes or directs a purchase by credit card that is not approved by the City Council, the employee or officer is personally liable for the amount of the purchase. A purchase by credit card must otherwise comply with all statutes, rules, or City policies applicable to City purchases. City credit cards will not be used for carrying debt and credit card balances will be paid in full each month.

1.1 Authorized Users.

Credit cards will be issued to Departments Heads and any individuals in each department the respective Department Head deems necessary. ("Authorized User(s)"). Authorized Users must execute the attached Exhibit A, Authorized User Acknowledgement of Credit Card Use Policy, and return the Acknowledgement to the City Finance Director before a credit card is issued. The City Finance Director or designee shall be responsible for maintaining a list of Authorized Users and issued credit cards.

1.2 Authorized Purchases.

Credit cards may be used to make purchases in instances where payment by check will not work and extension of credit by the vendor is not available. The credit card may not be used to purchase gasoline unless it is for a city owned vehicle. The credit card may be used to guarantee rooms for conference/meeting attendance, lodging and meal expenses while attending authorized meetings or training sessions when overnight stay is required. Alcoholic beverages are not an allowable purchase. The credit card may be used to purchase supplies and/or materials when purchase of the items by credit card is more time and cost efficient than conventional ordering practices.

An itemized receipt shall be secured either at the time of order or the time of receipt for the service or product purchased. Supporting documentation and/or invoices will be submitted to the City Finance Director or designee to be reconciled with the credit card statement and attached to the claim for payment processing.

Use of a City credit card by an Authorized User for personal purchases is strictly prohibited. An Authorized User is personally liable for any personal purchase made with a City credit card.

1.3 Lost or Stolen Cards.

If a card is lost of stolen, it is the responsibility of the Authorized User to contact the credit card company immediately to report the card stolen and stop all charging privileges. The Authorized User shall also immediately notify the City Finance Director or designee of the incident. The Finance Director or designee shall contact the credit card company to request a new card with a new account number.

1.4 Termination of Employment.

Any Authorized User who terminates employment with the City of Hermantown must turn over their issued credit card before the final day of employment.

1.5 Credit card limit

The Finance Director in consultation with the Department Heads will set the limit on each credit card. Any requests for a change in the limit shall come through the Department Head to the Finance Director

1.6 Leave of Absence

Any Authorized User that requests and is granted a leave of absence or takes authorized medical leave in excess of 30 days, must submit to the Finance Director the City credit card that has been issued to them to be filed until such time the User returns to work.

Exhibit A
Authorized User
Acknowledgement of Credit Card Use Policy

I have read, understand and agree that I am responsible for the proper use of the City credit card as outlined in the City of Hermantown Credit Card Use Policy (Policy) attached hereto.

I acknowledge that the credit card is the property of the City of Hermantown, and is to be used only for official City purchases, as outlined in the Policy. I will not share the credit card account number or permit anyone else to use the credit card. I agree to maintain possession of the credit card at all times.

I understand that the City may revoke or suspend my use of City credit card purchasing privileges without notice if the terms and conditions of this Acknowledgement and the Policy are violated. I understand that misuse of the City credit card, including for my personal use, is cause for permanent revocation of my purchasing privileges and that disciplinary action may be taken by the City.

Department Head Name: _____

Department Head Signature: _____

Authorized User Name: _____

Authorized User Signature:_____

Date:_____

A copy of this signed form, along with the current City of Hermantown Credit Card Use Policy must be submitted to the City Finance Director.

City Council Agenda Report
September 19, 2016

Resolution 2016-117
Agenda Item: 12-K

TO: Mayor & City Council

FROM: John Mulder, City Administrator

DATE: **September 14, 2016** **Meeting Date:** **September 19, 2016**

SUBJECT: **Fire Relief Pension** **Agenda Item:** **Resolution 2016-117 12- K**

REQUESTED ACTION
Approve increase to the Fire Relief Pension levels

BACKGROUND

In November 2015, the City Council passed resolution 2015-129 that increased the Fire Relief Pension levels from $3,700 to $3,800 in 2016 and from $3,800 to $3,900 in 2017.

The Fire Relief Association recently notified the City that it was their intent that the increase from $3,800 to $3,900 was intended to occur in 2016 instead of 2017.

The attached resolution makes that correction

As background on this issue, I am including Resolution 2015-29 and the related cover memo.

SOURCE OF FUNDS (if applicable)

ATTACHMENTS

Memo dated 10/28/, 2015 RE Fire Relief Pension Increase
Resolution 2015-129

Resolution 2016-117

Resolution No. 2016-117

RESOLUTION APPROVING THE PROPOSED AMENDMENTS TO THE BYLAWS OF THE HERMANTOWN VOLUNTEER FIRE DEPARTMENT RELIEF ASSOCIATION, INC

WHEREAS, the officers of the Hermantown Fire Relief Association, Inc. ("Association") have submitted proposed amendments to the Bylaws of the Association, in increase the pension level to $3,900 in 2016,; and

WHEREAS, Minnesota Statutes §424A.02, Sub. 10 requires that the amended Bylaws of the Association be filed with the Commissioner of Commerce of the State of Minnesota; and

WHEREAS, relying solely upon the information submitted, prepared and certified by the officers of the Association, the City Council does hereby make the following:

FINDINGS OF FACT

1. Per line 15 on the page 4 of Form SC-15 (Schedule Form for Lump Sum Pension Plans Reporting Year 2015) shows that the city is not required to contribute to the Fire Relief Pension Fund for the year 2016 for benefit levels of $3,700 per year.

2. Increasing the pension amount from $3,700 to $3,800 increases the accrued liability by $__,____ in 2016

3. The increase in accrued liability is less than the projected surplus as of 12/31/15 of $_____ (Form SC-15 Pg4. Line 7).

4. The increase in accrued liability is less than the expected amount of the future fire state aid of $_____ (Form SC-15 Pg4 Line 12).

5. The financial determinations were made by the certified public Accountant who prepares the final audit for the Fire Relief Association.

NOW, THEREFORE, BE IT RESOLVED on the basis of information submitted, prepared and certified by the officers of the Association and the City Council of the City of Hermantown, Minnesota as follows:

1. That the City Council of the City of Hermantown approves the proposed amendments to the Bylaws of the Hermantown Volunteer Fire Department Relief Association, Inc.

2. The approval hereby given is subject to the proper filing of such amended Bylaws with the Commissioner of Commerce of the State of Minnesota and written approval by the Commissioner of Commerce of such amended Bylaws.

3. That the City Council of the City of Hermantown approves the proposed amendment to Appendix A of the Bylaws of the Hermantown Volunteer Fire Department Relief Association, Inc. by increasing the pension amount from $3,700 to $3,900 in 2016.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____, and upon a vote being taken thereon, the following voted in favor thereof:

Councilors

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted.

City Council Agenda Report
November 2, 2015

Resolution 2015-129
Agenda Item: 12-E

TO: Mayor & City Council

FROM: John Mulder, City Administrator

DATE: October 28, 2015 **Meeting Date:** **11/2/15**

SUBJECT: **Fire Relief Pension Increase** **Agenda Item:** **Resolution 2015-129 12-E**

REQUESTED ACTION
Approve Increase to the Fire Relief Pension levels

BACKGROUND

Included on the agenda is a resolution approving an increase in the pension levels for the Fire Relief Association

Approving this change in the by-laws puts the ~~City~~ Hermantown Volunteer Fire Department in a spot to guarantee the benefit levels if the Fire Relief Fund does not have enough money to cover the costs of the pensions. In the past, it was reported that it was the City who provided the legal guarantee for the benefit levels, however because the Hermantown Volunteer Fire Department is a separate nonprofit and not a City Department, it is the nonprofit organization that has the legal liability for the benefit levels, and not the City. However, the City would still likely have some political pressure, if the Hermantown Volunteer Fire Department was unable to meet its legal requirement. The City is not legally required to approve these changes, but may choose do so. The request is brought in front of the City Council, because the current agreement between the City and the Fire Department requires City approval for any changes in the benefit level.

Currently individuals must be a member for at least 10 years to be eligible, and a member for at least 20 years to get a 100%. The pension formula is:

Years of Service x Pension Level x Percentage found in Addendum A = Lump Sum Pension Amount.

Per the Form SC-15 provided by the Fire Relief Association, the total liability for active members with a benefit level of $3,700 is $928,389 for 2015 *(SC-15 Page 4 Box A).*

Increase from $3,700 to $3,800 in 2016

The Relief Association is requesting an increase in the pension level from $3,700 to $3,800. The impact of that is discussed below.

Calculating Liability

The Liability as stated on Form SC-15 was calculated by the auditor who completes the Fire Relief Audit.

"Normal increases": Without taking any action, the pension liability increases with an additional year of service for each member. For example, the liability increases $3,700 each year for each member with over 20 years of service. When calculating the total "normal increase" it assumes that no member leaves and assumes that some percentages increase as members become more vested. The "normal increase" from 2015 to 2016 at the $3,700 level is $83,176. *(SC-15 Page 4 Box C)*

Benefit Increases: When a change in the pension level is proposed, the "normal increase" is larger, plus the impact of the change of the benefit level. At the proposed benefit level of $3,800, the normal increase is $89,248 from 2015 to 2016 plus an additional $18,228 due to the increase in the pension level. The increase in total liability by increasing the benefit level from $3,700 to $3,800 is $105,145

It is important to understand, that this is just a look at the increased liability at a set point in time. As time passes, the liability will have "normal increases" without any further action. Further, the makeup of the roster can change the liability. Changes in the roster generally decrease the total liability. The total liabilities along with the plans assets decrease as members take their pension. For example, if top person on the list takes his pension, the liability is reduced, but so are the plans assets by the same amount. As members leave without taking a pension, the liability would decrease without reducing the plan assets. For example, if a person with less than 10 years of services leaves, that person would not be able to collect a pension, and any liability attributed to that person would be eliminated.

SOURCE OF FUNDS (if applicable)

Fire Relief Pension Fund

ATTACHMENTS

Resolution
Form SC-15

Resolution No. 2015-129

RESOLUTION APPROVING THE PROPOSED AMENDMENTS TO THE BYLAWS OF THE HERMANTOWN VOLUNTEER FIRE DEPARTMENT RELIEF ASSOCIATION, INC

WHEREAS, the officers of the Hermantown Fire Relief Association, Inc. ("Association") have submitted proposed amendments to the Bylaws of the Association, in increase the pension levels to $3,800 in 2016, and $3,900 in 2017; and

WHEREAS, Minnesota Statutes §424A.02, Sub. 10 requires that the amended Bylaws of the Association be filed with the Commissioner of Commerce of the State of Minnesota; and

WHEREAS, relying solely upon the information submitted, prepared and certified by the officers of the Association, the City Council does hereby make the following:

FINDINGS OF FACT

1. Per line 15 on the page 4 of Form SC-15 (Schedule Form for Lump Sum Pension Plans Reporting Year 2015) shows that the city is not required to contribute to the Fire Relief Pension Fund for the year 2016 for benefit levels of $3,700 per year.

2. Increasing the pension amount from $3,700 to $3,800 increases the accrued liability by $15,897 in 2016

3. The increase in accrued liability is less than the projected surplus as of 12/31/15 of $352,947 (Form SC-15 Pg4. Line 7).

4. The increase in accrued liability is less than the expected amount of the future fire state aid of $61,628 (Form SC-15 Pg4 Line 12).

5. The financial determinations were made by the certified public Accountant who prepares the final audit for the Fire Relief Association.

NOW, THEREFORE, BE IT RESOLVED on the basis of information submitted, prepared and certified by the officers of the Association and the City Council of the City of Hermantown, Minnesota as follows:

1. That the City Council of the City of Hermantown approves the proposed amendments to the Bylaws of the Hermantown Volunteer Fire Department Relief Association, Inc.

2. The approval hereby given is subject to the proper filing of such amended Bylaws with the Commissioner of Commerce of the State of Minnesota and written approval by the Commissioner of Commerce of such amended Bylaws.

3. That the City Council of the City of Hermantown approves the proposed amendment to Appendix A of the Bylaws of the Hermantown Volunteer Fire Department Relief Association, Inc. by increasing the pension amount from $3,700 to $3,800 in 2016 and from $3,800 to $3,900 in 2017.

Councilor Nelson introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor Geissler, and upon a vote being taken thereon, the following voted in favor thereof:

Councilors Geissler, Nelson, Peterson, Mayor Boucher, aye. Councilor Koski absent.

and the following voted in opposition thereto:

None

WHEREUPON, such resolution was declared duly passed and adopted.