

AGENDA
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
July 7th – 7:00 P.M.
9180 LEXINGTON AVENUE

1. CALL TO ORDER: – Mayor Kurth

- A. Roll Call - Council Members: DeVries, Hughes, Payment, Plasch

2. CITIZENS FORUM

This is a portion of the Council meeting where individuals will be allowed to address the Council on subjects which are not a part of the meeting agenda. Persons wishing to speak may be required to complete a sign-up sheet and give it to a staff person at the meeting. The Council may take action or reply at the time of the statement or may give direction to staff for future action based on the concerns expressed.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

4. LETTERS AND COMMUNICATIONS:

- A. Official Notice – Absentee Ballot Board Meeting Times pp. 1
- B. Centennial Lakes Police Department Media Report –
6/9/2016 through 6/15/2016 pp. 2-4
- C. Ehlers – Client Disclosure with the City of Lexington (“Client”) Pursuant to
MSRB Rule G-42 pp. 5-9
- D. Public Notice – Closed Executive Session with legal counsel for the City pp. 10
- E. Centennial Lakes Police Department Media Report 6/23/16 through
6/29/2016 pp. 11-14

Consent Agenda:

The Consent Agenda covers routine administrative matters. These items are not discussed, and are approved in their entirety pursuant to the recommendations on the staff reports. A Council Member or citizen may ask that an item be moved from the Consent Agenda to the end of section 7 of the agenda in order to be discussed and receive separate action.

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – June 14, 2016 pp. 15-17

- B. Recommendation to Approve Claims and Bills: pp. 18 -37
Check #'s 13433 through 13436
Check #'s 10922 through 10947

Action Items:

These items are intended primarily for Council discussion and action. It is up to the discretion of the Mayor as to what, if any, public comment will be heard on these items. Persons wishing to speak on discussion items must complete a sign-up sheet and give it to a staff person at the meeting.

6. ACTION ITEMS:

- A. Recommendation to Approve Business Licenses pp. 38-39
B. Personal Committee Recommendation to approve City Administrator's salary
adjustment of 2.5 % retroactive to June 1, 2016
C. Approval of 2017 North Metro Telecommunications Commission Budget pp. 40-52
D. Recommendation to approve Resolution NO. 16-14 A Resolution Authorizing State Of
Minnesota Joint Powers Agreement with City of Lexington pp. 53-59
E. Recommendation to approve Resolution NO. 16-15 A Resolution Approving Master
Subscriber Agreement pp. 60-70
F. Court data services subscriber amendment to CJDN subscriber agreement pp. 71-86
G. Recommendation to approve Election Judges pp. 87
H. Application for final payment #6 for the Fire Station pp. 88-90

7. MAYOR AND COUNCIL INPUT

8. ADMINISTRATOR INPUT

**9. CONVENE FOR CLOSED EXECUTIVE SESSION-ATTORNEY CLIENT
PRIVILEGES MATTERS**

10. RECONVENE FROM CLOSED SESSION

11. ADJOURNMENT

/pm

OFFICIAL NOTICE
Absentee Ballot Board Meeting Times

City of Lexington

The Absentee Ballot Board of Anoka County is comprised of staff and election judges of the Anoka County Elections Department and the cities designated as in-person absentee ballot locations. Ballot Board members serving at the City of Lexington will convene at the following times for the purpose of accepting and rejecting absentee ballots.

Primary Election – August 9, 2016

Monday through Friday, June 24th through August 5th

Saturday, August 6th

Monday, August 8th

Tuesday, August 9th

8:00 a.m. to 4:30 p.m.

9:00 a.m. to 3:00 p.m.

8:00 a.m. until 5:00 p.m.

8:00 a.m. until all ballots are counted
following close of polls.

General Election – November 8, 2016

Monday through Friday, September 23rd through November 4th

Saturday, November 5th

Monday, November 7th

Tuesday, November 8th

8:00 a.m. to 4:30 p.m.

9:00 a.m. to 5:00 p.m.

8:00 a.m. until 5:00 p.m.

8:00 a.m. until all ballots are counted
following close of polls.

Contact Anoka County Elections at (763) 323-5275 for additional information.

Anoka County Elections and Voter Registration Office
325 East Main Street, Suite W130
Anoka MN 55303

Centennial Lakes Police Department

Media Report

6/9/16 through 6/15/16

CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:

CASE NUMBER: GA16004818
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 6/10/16
INCIDENT LOCATION: 89XX SYNDICATE AVE, LEXINGTON, MN
NARRATIVE: DOMESTIC
RESPONDED TO THE 8900 BLOCK OF SYNDICATE AVE ON A REPORT OF A PHYSICAL DOMESTIC. UPON ARRIVAL ONE OF THE INVOLVED PARTIES FLED ON FOOT AND WAS APPREHENDED. ALL OTHER INVOLVED PARTIES WERE CONTACTED AND DETERMINED NO OTHER CRIMES OCCURRED. MALE WHO FLED WAS ISSUED A CITATION FOR FLEE ON FOOT AND WAS RELEASED.
CLEAR

CASE NUMBER: GA16004894
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 6/12/16
INCIDENT LOCATION: NAPLES ST/FLOWERFIELD RD, LEXINGTON, MN
NARRATIVE: TRAFFIC STOP
STOPPED A VEHICLE FOR AN EQUIPMENT VIOLATION OBSERVED IN THE AREA OF NAPLES AVE AND FLOWERFIELD RD. DRIVER FOUND TO BE SUSPENDED AND IN POSSESSION OF OVER 1.4 GRAMS OF MARIJUANA IN A MOTOR VEHICLE. VEHICLE LEGALLY PARKED AND MALE ISSUED A CITATION.
CLEAR

CASE NUMBER: GA16004899
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 6/12/16
INCIDENT LOCATION: LEXINGTON AVE/LOVELL RD, LEXINGTON, MN
NARRATIVE: OBSERVED A VEHICLE WITH EXPIRED REGISTRATION ON LOVELL RD AT LEXINGTON AVE. DRIVER DID NOT HAVE INSURANCE ON THE VEHICLE, AND THIS WAS THE 3RD OFFENSE WITHIN 10 YEARS. DRIVER CITED VIA 102 CITATION. THE VEHICLE WAS TOWED.

CASE NUMBER: GA16004901
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 6/12/16
INCIDENT LOCATION: NAPLES ST/FLOWERFIELD RD, LEXINGTON, MN
NARRATIVE: CONDUCTED A TRAFFIC STOP FOR AN EQUIPMENT VIOLATION AND PASSENGER SEAT BELT VIOLATION. PASSENGER ARRESTED FOR AN OUTSTANDING WARRANT AND FOR 5TH DEGREE POSSESSION OF A CONTROLLED SUBSTANCE DUE TO A GLASS PIPE WITH A WHITE RESIDUE WHICH FIELD TESTED POSITIVE FOR METHAMPHETAMINE.

CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:

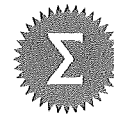
CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:

CASE NUMBER: GA16004926
CASE DESCRIPTION: ANIMAL COMPLAINT
INCIDENT DATE: 6/13/16
INCIDENT LOCATION: 1X SHADY WAY, CIRCLE PINES, MN
NARRATIVE: POLICE RESPONDED TO THE 10 BLOCK OF SHADY WAY ON A REPORT OF AN ORPHANED RACCOON. THE COMPLAINANT WAS ADVISED OF BEST PRACTICES IN THESE SITUATIONS.

CASE NUMBER: GA16004929
CASE DESCRIPTION: FIRE
INCIDENT DATE: 6/13/16
INCIDENT LOCATION: 3X PINE DR, CIRCLE PINES, MN
NARRATIVE: POLICE RESPONDED TO THE 30 BLOCK OF PINE DRIVE ON A REPORT OF SMOKE IN THE HOME. CENTENNIAL FIRE FOUND THE SOURCE OF THE SMOKE TO BE A BAD WASHING MACHINE MOTOR. THERE WAS NO DAMAGE TO THE HOME AND NO INJURIES.

CASE NUMBER: GA16004936
CASE DESCRIPTION: HARASSMENT
INCIDENT DATE: 6/13/16
INCIDENT LOCATION: 20XX WILLOW CIR, CENTERVILLE, MN
NARRATIVE: POLICE RESPONDED TO THE 2000 BLOCK OF WILLOW CIRCLE ON A HARASSMENT/THREAT REPORT. THERE WAS NO LEGAL BASIS FOR CHARGING IN THE MATTER AND THE CASE IS INACTIVE.

CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:



EHLERS

LEADERS IN PUBLIC FINANCE

June 14, 2016

Bill Petracek, City Administrator
City of Lexington, Minnesota
9180 Lexington Ave
Lexington, MN 55014-3531

Re: Written Municipal Advisor Client Disclosure with the City of Lexington ("Client") Pursuant to
MSRB Rule G-42

Dear Bill:

As your Municipal Advisor, you may from time to time ask Ehlers to provide municipal advisor advice not related to a specific project. In order for Ehlers to provide such advice, we are required by Municipal Securities Rulemaking Board (MSRB) Rule G-42 to provide you with certain written information and disclosures.¹ The purpose of this letter is to provide Client with the written information and disclosures necessary to allow Ehlers to provide ongoing advice on an as needed basis for the period commencing June 23, 2016 and ending December 31, 2016:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective during the period indicated unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

Sincerely,

Ehlers

Shelly Eldridge, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers debt transaction related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while EIP provides investment related services as well as open market escrow bidding agent service. If such services are needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked if they wish to retain either affiliate to provide service. If Client wishes to retain BTSC and/or EIP to provide such service, a separate agreement with such affiliate will be provided for Client's consideration and approval. Ehlers and these affiliates do not share client engagement fees.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the Securities and Exchange Commission (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since the above date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Understanding these conflicts, Clients should select a form of compensation that best meets their needs for the agreed to scope of services within this agreement and within any future addendum.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

Appendix B

General Consulting Services

As part of our Municipal Advisory relationship, Ehlers ordinarily provides Client with certain ongoing services without compensation. Examples of such services include:

- Respond to Client questions and provide general information on public finance approaches that are available under state and federal law.
- Act as a public finance resource for Client.
- Provide educational and informational materials.
- Provide current debt schedules for existing Client obligations.
- Answer questions pertaining to existing Client debt obligations.
- Provide periodic analysis of refunding opportunities.
- Participation in surveillance calls conducted by bond rating services.
- Preliminary Debt Issuance Planning:
 - Engage in discussions with Client, as needed, to develop an understanding of a possible Project, the Client and Client's objectives relating thereto.
 - Identify feasible financing option(s) suitable for Client.
 - Structure possible financing option(s) and estimate the financial impact.
 - Solicit input from Client on financing options(s).
 - Revise option(s) as directed by Client.
 - Develop a customized financing plan for Client's preferred option(s).

Ehlers may charge Client for other general consulting services depending on the time needed to provide the service, the level of analysis required, or degree of complexity involved. Examples of services for which Client may be charged include:

- Providing advice on a project or a work product as requested by Client.
- Reviewing plans, proposals, studies and other materials submitted by bankers, underwriters, engineers, accountants or other third parties where Ehlers has been designated by Client as its Independent Registered Municipal Advisor (IRMA) for purposes of allowing such third parties to operate under the IRMA exemption.
- Resolving payment related concerns with the Depository Trust Company (DTC) where Client is acting as its own paying agent.
- Assisting with the redemption of outstanding obligations where the Client has determined to pay those obligations from cash on hand or other sources.
- Providing advice to Client with respect to the terms, conditions, features or other aspects of loans or other forms of indebtedness Client seeks to obtain through private placement with a financial institution or through federal or state loan programs, and where Ehlers is not directly assisting Client with obtaining the financing.

Prior to charging Client, Ehlers will first advise Client of the anticipated charges and receive authorization to proceed. Unless another basis for compensation is agreed to by Client and Ehlers as a modification to this Appendix, Ehlers will bill client at its currently hourly rates by position:

Senior Municipal Advisor	\$225-250/hour
Municipal Advisor	\$200-230/hour
Municipal Specialist II	\$190-215/hour
Municipal Specialist I	\$175-195/hour
Senior Municipal Analyst	\$200-230/hour
Municipal Analyst	\$195-215/hour
Bond Sale Coordinator	\$150-165/hour
Disclosure Coordinator	\$150-165/hour
TIF Coordinator	\$175-195/hour
Clerical Support	\$100-100/hour

If the service requested by Client constitutes a new project, such as a debt issuance, Ehlers will provide a separate scope of service and fees for that project.

PUBLIC NOTICE
CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given, the Lexington City Council and the City Administrator will meet in Closed Executive Session with legal counsel for the City, during the Council Meeting on Thursday, July 7, 2016. The Council will convene directly after Mayor/Council Input. The Council will re-convene to adjourn the Council meeting directly afterwards. The meeting will take place at Lexington City Hall, Conference Room, 9180 Lexington Avenue, Lexington, MN.

- The purpose of this meeting is Attorney Client privileged matters to discuss pending litigation.

Mary Vinzant
Deputy City Clerk

POSTED: June 24, 2016

Centennial Lakes Police Department

Media Report

6/23/16 through 6/29/16

CASE NUMBER: GA16005406
CASE DESCRIPTION: PARKING
INCIDENT DATE: 6/23/16
INCIDENT LOCATION: 38XX EDITH LN, LEXINGTON, MN
NARRATIVE: ON 06/23/20216 I WAS NOTIFIED OF A PARKING COMPLAINT WITHIN THE 3800 BLOCK OF EDITH.
24 HR PARKING NOTICE WAS GIVEN.
FOLLOW UP REQUIRED.

CASE NUMBER: GA16005251
CASE DESCRIPTION: CHECK WELFARE
INCIDENT DATE: 6/23/16
INCIDENT LOCATION: 19XX EAGLE TRL, CENTERVILLE, MN
NARRATIVE: CHECK THE WELFARE
WAS REQUESTED BY LINO LAKES POLICE TO CHECK THE WELFARE OF A CHILD IN THE 1900 BLOCK OF EAGLE TRL. MADE CONTACT WITH CHILD AND MOTHER.
CLEAR.

CASE NUMBER: GA16005256
CASE DESCRIPTION: DOG AT LARGE
INCIDENT DATE: 6/23/16
INCIDENT LOCATION: 71XX ROBIN LN W, CENTERVILLE, MN
NARRATIVE: DOG AT LARGE
FEMALE IN THE 7100 BLOCK OF ROBIN LN WEST FOUND A DOG RUNNING IN TRAFFIC. DOG WAS TRANSPORTED TO OTTER LAKE ANIMAL HOSPITAL AND IMPOUNDED. FORM FILLED OUT. DOG WAS NOT CHIPPED AND DID NOT HAVE COLLAR OR TAGS.
CLEAR.

CASE NUMBER: GA16005257
CASE DESCRIPTION: ASSAULT
INCIDENT DATE: 6/23/16
INCIDENT LOCATION: 3X VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: POLICE RESPONDED TO THE 30 BLOCK OF VILLAGE PARKWAY ON A REPORT OF AN ASSAULT IN PROGRESS. THE SUSPECTS LEFT BEFORE POLICE ARRIVED, BUT WERE IDENTIFIED BY WITNESSES. THE CASE IS PENDING.

CASE NUMBER: GA16005316
CASE DESCRIPTION: THEFT
INCIDENT DATE: 6/24/16
INCIDENT LOCATION: 73XX MAIN ST, CENTERVILLE, MN
NARRATIVE: THEFT OF WALLET.
MALE IN THE 7300 BLOCK OF MAIN ST HAD HIS WALLET STOLEN. WELLS
FARGO CARD HAD ALREADY BEEN USED AT A LOCAL GAS STATION.
UNKNOWN SUSPECTS.
PENDING

CASE NUMBER: GA16005318
CASE DESCRIPTION: THEFT
INCIDENT DATE: 6/24/16
INCIDENT LOCATION: 3X CENTRAL ST, CIRCLE PINES, MN
NARRATIVE: A THEFT OCCURRED IN THE 30 BLOCK OF CENTRAL STREET. SUSPECT
INFORMATION WAS DEVELOPED AND THE CASE WILL BE SENT TO THE CITY
PROSECUTOR FOR A WARRANT COMPLAINT.

CASE NUMBER: GA16005320
CASE DESCRIPTION: RUNAWAY JUVENILE
INCIDENT DATE: 6/24/16
INCIDENT LOCATION: 6XX VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: RUNAWAY JUVENILE
RESPONDED TO THE 600 BLOCK OF VILLAGE PKWY ON A RUNAWAY JUVENILE
REPORT. PENDING

CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:

CASE NUMBER: GA16005334
CASE DESCRIPTION: NO CONTACT ORDER VIOLATION
INCIDENT DATE: 6/25/16
INCIDENT LOCATION: 38XX MINUTEMAN LN, LEXINGTON, MN
NARRATIVE: HRO VIOLATION
RESPONDED TO THE 3800 BLOCK OF MINUTEMAN LN ON A POSSIBLE
VIOLATION OF A HARASSMENT RESTRAINING ORDER. DETERMINED THAT THE
MALE HALF HAD YET TO BE SERVED WITH THE RESTRAINING ORDER.
INFORMATIONAL REPORT.
CLEAR

CASE NUMBER: GA16005339
CASE DESCRIPTION: ANIMAL COMPLAINT
INCIDENT DATE: 6/25/16
INCIDENT LOCATION: 93XX LEXINGTON AVE, LEXINGTON, MN
NARRATIVE: AN ADULT MALE WAS CITED FOR LEAVING HIS DOG UNATTENDED IN HIS VEHICLE IN THE 9300 BLOCK OF LEXINGTON AVE.

CASE NUMBER: GA16005354
CASE DESCRIPTION: PUBLIC ASSIST
INCIDENT DATE: 6/25/16
INCIDENT LOCATION: 38XX WOODLAND RD, LEXINGTON, MN
NARRATIVE: POLICE PUBLIC ASSIST IN THE 3800 BLOCK OF WOODLAND ROAD.

CASE NUMBER:
CASE DESCRIPTION:
INCIDENT DATE:
INCIDENT LOCATION:
NARRATIVE:

CASE NUMBER: GA16005394
CASE DESCRIPTION: TRAFFIC
INCIDENT DATE: 6/26/16
INCIDENT LOCATION: NORTH RD/GALAXY DR, CIRCLE PINES, MN
NARRATIVE: TRAFFIC STOP
STOPPED A VEHICLE IN THE AREA OF NORTH RD AND GALAXY DR FOR AN INOPERABLE LICENSE PLATE LIGHT. VEHICLE WAS FOUND TO BE UNINSURED AND WAS TOWED BY BOBBY AND STEVES. DRIVER ISSUED A CITATION FOR NO INSURANCE.
CLEAR

CASE NUMBER: GA16005397
CASE DESCRIPTION: DOMESTIC
INCIDENT DATE: 6/27/16
INCIDENT LOCATION: 3X VILLAGE PKWY, CIRCLE PINES, MN
NARRATIVE: DOMESTIC
RESPONDED TO THE 30 BLOCK OF VILLAGE PKWY ON A DOMESTIC BETWEEN A 16 YEAR OLD MALE AND HIS MOTHER. 16 YEAR OLD FOUND TO BE INTOXICATED AND WAS TRANSPORTED TO THE HOSPITAL BY ALLINA AT THE REQUEST OF HIS MOTHER.
CLEAR

CASE NUMBER: GA16005402
CASE DESCRIPTION: MENTAL HEALTH
INCIDENT DATE: 6/27/16
INCIDENT LOCATION: 39XX RESTWOOD RD, LEXINGTON, MN
NARRATIVE: MENTAL HEALTH-POLICE AND AMBULANCE SUMMONED BY ANOKA ADULT PROTECTION TO THE 3900 BLOCK OF RESTWOOD RD REGARDING AN ASSIST. UPON ARRIVAL LEARNED OF SOME CONCERNS OVER A CLIENT RESIDING IN THE APARTMENT BUILDING. IN CONVERSATION WITH FEMALE PATIENT BY BOTH POLICE AND PARAMEDICS, AND ADDITIONALLY WITH CASE WORKER, THE PARTY MENTIONED APPEARED TO BE DOING BETTER. PARTY LEFT IN THE CARE OF A FRIEND. INACTIVE.

CASE NUMBER: GA16005412
CASE DESCRIPTION: THEFT
INCIDENT DATE: 6/27/16
INCIDENT LOCATION: 92XX LAKE DR, LEXINGTON, MN
NARRATIVE: THEFT
OFFICERS RESPONDED TO THE 9200 BLOCK OF LAKE DRIVE. AN ADULT MALE STOLE ITEMS FROM THE STORE. SUSPECT WAS NOT LOCATED. CLEARED.

CASE NUMBER: GA16005416
CASE DESCRIPTION: NEIGHBORHOOD DISPUTE
INCIDENT DATE: 6/27/16
INCIDENT LOCATION: 2XX ROBINHOOD LN, CIRCLE PINES, MN
NARRATIVE: NEIGHBORHOOD DISPUTE
OFFICERS RESPONDED TO THE 200 BLOCK ROBINHOOD LN ON A DISPUTE BETWEEN NEIGHBORS. OFFICERS MEDIATED THE DISPUTE AND NEIGHBORS REMAINED INSIDE FOR THE NIGHT AND LEFT EACH OTHER ALONE. CLEAR

**Unapproved minutes
CITY OF LEXINGTON
REGULAR COUNCIL MEETING
JUNE 16, 2016 – 7:00 P.M.
9180 LEXINGTON AVENUE**

1. CALL TO ORDER: – Mayor Kurth

- A. Roll Call - Council Members: DeVries, Hughes, Payment, Plasch

Mayor Kurth called to order the Regular City Council meeting for June 16, 2016 at 7:00 p.m. Councilmember's present: Devries, Hughes, and Payment. Excused absence: Plasch. Also Present: Bill Petracek, City Administrator; Kurt Glaser, City Attorney; Paul Floyd, Employment Attorney; Chris Galiov, Finance Director; Shannon Granholm, Reporter – Quad Press

2. CITIZENS FORUM

No citizens were present to address the Council.

3. APPROVAL OF AGENDA WITH CHANGES AND CORRECTIONS

A motion was made by Councilmember Payment to approve the agenda with the amended changes. The motion was seconded by Councilmember Devries. Motion carried 4-0.

4. LETTERS AND COMMUNICATIONS:

- A. Vehicle Saturation Update – CLPD Officer Jon Krueger
- B. CLPD Media Report 5-27-16 through 6-8-16
- C. North Metro Cable TV – May Update
- D. Comcast – Twin Cities Update

No discussion on Letters and Communications.

5. CONSENT ITEMS:

- A. Recommendation to Approve Council Minutes:
Council Meeting – June 2, 2016
- B. Recommendation to Approve Claims and Bills:
Check #'s 13430 through 13432

Check #'s 40840 through 40880
Check #'s 10908 through 10921

A motion was made by Councilmember Payment to approve the consent agenda items. The motion was seconded by Councilmember Hughes. Motion carried 4-0.

6. ACTION ITEMS:

- A. Recommendation to approve Resolution NO. 16-12 A Resolution
Amending Financial Account Access

A motion was made by Councilmember Devries to approve Resolution No. 16-12 – A Resolution Amending Financial Account Access. The motion was seconded by Councilmember Payment. Motion carried 4-0.

- B. Recommendation to approve Public Hearing date of July 21, 2016 for
the approval of Municipal Consent of Final Layout for SP 6284-172
I35W North - OR - Adopt Resolution NO. 16-13 A Resolution for
Waiver of Municipal Consent.

Petracek provided a brief explanation regarding the approval process for the final layout for SP 6284-172 I 35W north. Discussion ensued.

A motion was made by Councilmember Hughes to adopt Resolution No. 16-13 – A Resolution for Waiver of Municipal Consent. The motion was seconded by Councilmember Devries. Motion carried 4-0.

- C. Recommendation to approve Business License Renewals

Councilmember Hughes made a motion to approve the business license renewals. The motion was seconded by Councilmember Devries. Motion carried 4-0.

- D. Recommendation to approve Annual Entertainment License

- Bamboo Betty's

A motion was made by Councilmember Devries to approve an annual entertainment license for Bamboo Betty's. The motion was seconded by Councilmember Hughes. Motion carried 4-0.

- E. Recommendation for conditions on Liquor License

- Bamboo Betty's

A motion was made by Councilmember Devries to approve Bamboo Betty's conditions for a liquor license. The motion was seconded by Councilmember Hughes. Motion carried 4-0.

- Cowboys

A motion was made by Councilmember Devries to approve conditions for a liquor license contingent upon Cowboy's Saloon signing the conditions agreement. The motion was seconded by Councilmember Hughes. Motion carried 4-0.

F. Recommendation to approve Liquor License Renewals

- Bamboo Betty's
- Cowboys
- Carbones
- Bistro LaRoux
- El Loro

A motion was made by Councilmember Devries to approve liquor license renewals for Bamboo Betty's, Cowboy's Saloon, Carbones, Bistro LaRoux, El Lorro. The motion was seconded by Councilmember Payment. Motion carried 4-0.

**G. Recommendation to approve Lexington Fire Relief Association Special
Event Permit Application for July 16, 2016– Lexington Fire Flash & Dash
5K Walk/Run**

A motion was made by Councilmember Devries to approve Lexington Fire Relief Association Special Event Permit Application for July 16, 2016 – Lexington Fire Flash & Dash 5K Walk/Run. The motion was seconded by Councilmember Hughes. Motion carried 3-0. 1- Abstain. Mayor Kurth abstained from the vote.

**H. Recommendation to approve Our Savior's Lutheran Church Special Event
Permit Application for July 20, 2016**

A motion was made by Councilmember Hughes to approve Our Savior's Lutheran Church Special Event Permit Application for July 20, 2016. The motion was seconded by Councilmember Payment. Motion carried 4-0.

7. MAYOR AND COUNCIL INPUT

Devries brought the potholes on Dwayne & Restwood. Discussion ensued.

8. ADMINISTRATOR INPUT

No input from city administrator

9. ADJOURNMENT

A motion was made by Councilmember Hughes to adjourn the meeting at 7:17 p.m. The motion was seconded by Councilmember Devries. Motion carried 4-0.

CITY OF LEXINGTON

RECOMMEND FOR APPROVAL OF CLAIMS AND BILLS

The following claims and bills have been presented to the Council for approval at the Council Meeting of July 07, 2016.

(1) Payroll

Checks	13433 through	13436	
Vouchers	240001 through	240047	
Vouchers	260001 through	260017	\$ 42,853.99

VOID:

Automatic Withdrawals		
Federal Tax	\$4,207.60	
Social Security	\$3,503.85	
Medicare	\$819.40	
State Tax	<u>\$1,855.40</u>	
Total	\$10,386.25	\$ 10,386.25

(2) Automatic Data Processing \$ 378.91

(3) General and Liquor Payment Recommendations:

Checks	40881 through	40925	\$ 271,950.53
--------	---------------	-------	---------------

(4) ACH and Credit Card Payments for: \$ 27,442.50

(5) Wire Transfer Payment Recommendation: (Bond Payments) \$ -

Total Payments and Withdrawals Approval \$ 353,012.18

Centennial Lakes Police Payment Recommendations:

Checks	10922 through	10947	\$ 25,860.03
ACH			<u>\$ -</u>
Total Payments			<u>\$ 25,860.03</u>

VOID:

***Check Detail Register©**

July 2016

		Check Amt	Invoice	Comment
10100 4M FUND				
Paid Chk#	040881	7/7/2016	ABDO, EICK & MEYERS, LLP	
E 220-41500-301	Auditing/Acctg Services	\$295.00	368472	
E 609-00000-301	Auditing/Acctg Services	\$885.00	368472	
E 651-00000-301	Auditing/Acctg Services	\$590.00	368472	
E 730-00000-301	Auditing/Acctg Services	\$1,180.00	368472	
E 770-00000-301	Auditing/Acctg Services	\$1,180.00	368472	
E 101-41500-301	Auditing/Acctg Services	\$1,770.00	368472	
Total ABDO, EICK & MEYERS, LLP		\$5,900.00		
Paid Chk#	040882	7/7/2016	AFSCME MN COUNCIL 5	
G 101-21719	Union Dues	\$35.13	JULY 2016	ROBERT HUNT
G 101-21719	Union Dues	\$46.84	JULY 2016	PEGGY MCNAMARA
G 101-21719	Union Dues	\$46.84	JULY 2016	JIM FISCHER
G 101-21719	Union Dues	\$46.84	JULY 2016	TRAVIS SCHMID
G 101-21719	Union Dues	\$46.84	JULY 2016	MARY VINZANT
Total AFSCME MN COUNCIL 5		\$222.49		
Paid Chk#	040883	7/7/2016	ALL PROFESSIONAL CARPET	
E 220-47000-230	Contracted Services	\$102.71	21244	SUITE 300 CLEAN-UP
Total ALL PROFESSIONAL CARPET		\$102.71		
Paid Chk#	040884	7/7/2016	ARCTIC GLACIER ICE	
E 609-00000-257	Ice For Resale	\$340.08	1971616605	
E 609-00000-257	Ice For Resale	\$307.29	1988617208	
Total ARCTIC GLACIER ICE		\$647.37		
Paid Chk#	040885	7/7/2016	ARTISAN BEER COMPANY	
E 609-00000-252	Beer Purchase	\$593.00	3106946	
Total ARTISAN BEER COMPANY		\$593.00		
Paid Chk#	040886	7/7/2016	ASPEN MILLS	
E 101-42260-214	Fire Uniforms	\$239.70	181890	
Total ASPEN MILLS		\$239.70		
Paid Chk#	040887	7/7/2016	AUTOPLUS AUTO PARTS	
E 101-43100-404	Repair Machinery/Equipment	\$11.34	038856380	EQUIPMET MAINT. PARTS
E 101-43100-404	Repair Machinery/Equipment	\$16.25	038856542	EQUIPMET MAINT. PARTS
Total AUTOPLUS AUTO PARTS		\$27.59		
Paid Chk#	040888	7/7/2016	AVESIS VISION PLAN	
E 609-00000-160	Health/Dental Insurance	\$26.50	1398322	JUNE 2016 VISION PREMIUM
E 101-45200-160	Health/Dental Insurance	\$5.15	1398322	JUNE 2016 VISION PREMIUM
E 101-41500-160	Health/Dental Insurance	\$6.81	1398322	JUNE 2016 VISION PREMIUM
E 101-43100-160	Health/Dental Insurance	\$7.73	1398322	JUNE 2016 VISION PREMIUM
E 101-43100-160	Health/Dental Insurance	\$8.04	1414283	JULY 2016 VISION PREMIUM
E 101-45200-160	Health/Dental Insurance	\$5.36	1414283	JULY 2016 VISION PREMIUM
E 609-00000-160	Health/Dental Insurance	\$27.56	1414283	JULY 2016 VISION PREMIUM
E 101-41500-160	Health/Dental Insurance	\$7.08	1414283	JULY 2016 VISION PREMIUM
Total AVESIS VISION PLAN		\$94.23		
Paid Chk#	040889	7/7/2016	BELLBOY CORPORATION	
E 609-00000-251	Liquor Purchase	\$2,147.70	54015600	
E 609-00000-254	Miscellaneous Purchase	\$196.41	94081200	BAR SUPPLIES
E 609-00000-254	Miscellaneous Purchase	\$162.00	94081300	BAR SUPPLIES
E 609-00000-251	Liquor Purchase	\$77.00	94081300	

***Check Detail Register©**

July 2016

		Check Amt	Invoice	Comment
Total BELLBOY CORPORATION		\$2,583.11		
Paid Chk#	040890	7/7/2016	BERNICKS BEVERAGES/VENDING	
E 609-00000-252	Beer Purchase	\$74.00	302403	
E 609-00000-252	Beer Purchase	\$60.00	303786	
E 609-00000-252	Beer Purchase	\$361.10	303787	
Total BERNICKS BEVERAGES/VENDING		\$495.10		
Paid Chk#	040891	7/7/2016	BREAKTHRU BEVERAGE MN	
E 609-00000-251	Liquor Purchase	\$3,009.93	1080482681	
E 609-00000-253	Wine Purchase	\$184.50	1080482682	
E 609-00000-251	Liquor Purchase	\$544.01	1080483735	
E 609-00000-251	Liquor Purchase	\$3,619.44	1080485845	
E 609-00000-251	Liquor Purchase	\$55.40	1080485846	
E 609-00000-251	Liquor Purchase	\$146.42	1080486678	
E 609-00000-253	Wine Purchase	\$1,767.13	1080489235	
E 609-00000-251	Liquor Purchase	\$5,861.97	1080489235	
E 609-00000-252	Beer Purchase	\$175.30	1080489236	
E 609-00000-253	Wine Purchase	(\$25.66)	2080138975	
Total BREAKTHRU BEVERAGE MN		\$15,338.44		
Paid Chk#	040892	7/7/2016	CAPITOL BEVERAGE SALES	
E 609-00000-252	Beer Purchase	\$245.50	925413	
E 609-00000-252	Beer Purchase	\$9,876.55	931082	
E 609-00000-254	Miscellaneous Purchase	\$42.95	931083	
E 609-00000-252	Beer Purchase	\$7,138.70	931556	
E 609-00000-252	Beer Purchase	(\$65.40)	934265	
E 609-00000-254	Miscellaneous Purchase	\$46.52	937251	
E 609-00000-252	Beer Purchase	\$11,158.00	937673	
E 609-00000-252	Beer Purchase	\$7,600.00	941766	
E 609-00000-252	Beer Purchase	\$325.50	943353	
E 609-00000-254	Miscellaneous Purchase	\$42.60	943355	
E 609-00000-254	Miscellaneous Purchase	\$38.88	947137	
Total CAPITOL BEVERAGE SALES		\$36,449.80		
Paid Chk#	040893	7/7/2016	CENTENNIAL LAKES PD	
E 101-42110-230	Contracted Services	\$61,183.41	JULY 2016	MONTHLY POLICE
Total CENTENNIAL LAKES PD		\$61,183.41		
Paid Chk#	040894	7/7/2016	CIRCLE PINES, CITY OF	
E 599-42110-601	Bond Principal	\$4,583.33	JULY 2016	POLICE BLDG
E 599-42110-611	Bond Interest	\$341.04	JULY 2016	POLICE BLDG
Total CIRCLE PINES, CITY OF		\$4,924.37		
Paid Chk#	040895	7/7/2016	CITYWIDE WINDOW SERVICES INC.	
E 609-00000-400	General Maintenance	\$32.49	598864	MAY 2016 SERVICE
Total CITYWIDE WINDOW SERVICES INC.		\$32.49		
Paid Chk#	040896	7/7/2016	CLEAR RIVER BEVERAGE COMPANY	
E 609-00000-252	Beer Purchase	\$207.00	279529	
E 609-00000-252	Beer Purchase	\$1,183.90	281637	
Total CLEAR RIVER BEVERAGE COMPANY		\$1,390.90		
Paid Chk#	040897	7/7/2016	COMMERCIAL ASPHALT CO	
E 101-43100-224	Street Maint Materials	\$1,653.49	160615	
Total COMMERCIAL ASPHALT CO		\$1,653.49		

***Check Detail Register©**

July 2016

			Check Amt	Invoice	Comment
Paid Chk#	040898	7/7/2016	DAHLHEIMER DISTRIBUTING		
E 609-00000-252	Beer Purchase		\$5,944.90	1202183	
E 609-00000-252	Beer Purchase		\$6,305.60	127737	
E 609-00000-252	Beer Purchase		\$11,127.45	128087	
E 609-00000-252	Beer Purchase		(\$28.00)	128341	
Total DAHLHEIMER DISTRIBUTING			\$23,349.95		
Paid Chk#	040899	7/7/2016	DELTA DENTAL		
E 101-41500-160	Health/Dental Insurance		\$35.70	6534852	JULY 2016 DENTAL
E 609-00000-160	Health/Dental Insurance		\$183.00	6534852	JULY 2016 DENTAL
E 101-45200-160	Health/Dental Insurance		\$58.92	6534852	JULY 2016 DENTAL
E 101-43100-160	Health/Dental Insurance		\$88.38	6534852	JULY 2016 DENTAL
Total DELTA DENTAL			\$366.00		
Paid Chk#	040900	7/7/2016	DIERS IRRIGATION LLC		
E 101-41500-400	General Maintenance		\$70.00	151071	IRRIGATION BLOWOUT - 2015
E 609-00000-400	General Maintenance		\$70.00	151071	IRRIGATION BLOWOUT - 2015
E 101-42260-400	General Maintenance		\$70.00	151071	IRRIGATION BLOWOUT - 2015
E 101-41500-400	General Maintenance		\$147.12	161579	IRRIGATION START-UP & REPAIRS
E 609-00000-400	General Maintenance		\$145.00	161579	IRRIGATION START-UP & REPAIRS
Total DIERS IRRIGATION LLC			\$502.12		
Paid Chk#	040901	7/7/2016	E H RENNER & SONS		
E 330-00000-500	Capital Expenditures		\$10,621.00	000150120000	WELLHOUSE REHAB PROJECT WORK
Total E H RENNER & SONS			\$10,621.00		
Paid Chk#	040902	7/7/2016	EHLERS & ASSOC.		
E 101-41500-301	Auditing/Acctg Services		\$83.69		APR 2016 MGMT FEES
E 101-41500-301	Auditing/Acctg Services		\$86.44		MAR 2016 MGMT FEES
Total EHLERS & ASSOC.			\$170.13		
Paid Chk#	040903	7/7/2016	ENERGY MECHANICAL SERVICES INC		
E 220-47000-407	Heating/AC		\$207.50	5194	A/C REPAIRS - LOVELL BLDG
E 220-47000-407	Heating/AC		\$499.93	5199	A/C REPAIRS - LOVELL BLDG
otal ENERGY MECHANICAL SERVICES INC			\$707.43		
Paid Chk#	040904	7/7/2016	FRATTALLONE S HARDWARE		
E 101-43100-224	Street Maint Materials		\$39.98	056454	PROPANE FILL
E 220-47000-400	General Maintenance		\$22.41	056528	BULBS
Total FRATTALLONE S HARDWARE			\$62.39		
Paid Chk#	040905	7/7/2016	HIGH PERFORMANCE COATINGS, INC		
E 310-43100-520	Buildings and Structures		\$4,743.00	2037	PUBLIC WORKS BLDG REPAIRS
E 330-00000-500	Capital Expenditures		\$6,781.00	2038	WELLHOUSE REHAB PROJECT WORK
otal HIGH PERFORMANCE COATINGS, INC			\$11,524.00		
Paid Chk#	040906	7/7/2016	HOHENSTEINS INC		
E 609-00000-252	Beer Purchase		\$85.00	831126	
E 609-00000-252	Beer Purchase		\$2,514.20	832298	
Total HOHENSTEINS INC			\$2,599.20		
Paid Chk#	040907	7/7/2016	JJ TAYLOR		
E 609-00000-252	Beer Purchase		\$78.40	2502579	
E 609-00000-252	Beer Purchase		(\$2.65)	2503876	
E 609-00000-252	Beer Purchase		(\$18.50)	2503878	
E 609-00000-252	Beer Purchase		\$7,923.16	2527015	

***Check Detail Register©**

July 2016

Check Amt Invoice Comment

E 609-00000-252	Beer Purchase	\$12,762.47	2527041
E 609-00000-252	Beer Purchase	\$7,389.77	2527069
E 609-00000-252	Beer Purchase	\$122.00	2527092
Total JJ TAYLOR		\$28,254.65	

Paid Chk# 040908 7/7/2016 JOHNSON BROTHERS LIQUOR

E 609-00000-251	Liquor Purchase	\$206.82	5459021
E 609-00000-253	Wine Purchase	\$145.74	5459022
E 609-00000-253	Wine Purchase	\$114.36	5461537
E 609-00000-253	Wine Purchase	\$65.97	5461538
E 609-00000-251	Liquor Purchase	\$614.07	5462814
E 609-00000-253	Wine Purchase	\$697.90	5462815
E 609-00000-251	Liquor Purchase	\$726.42	5462816
E 609-00000-251	Liquor Purchase	\$972.40	5464370
E 609-00000-253	Wine Purchase	\$1,110.60	5464371
E 609-00000-253	Wine Purchase	\$21.99	5464372
E 609-00000-254	Miscellaneous Purchase	\$242.29	5464373
E 609-00000-251	Liquor Purchase	\$1,372.02	5464374
E 609-00000-251	Liquor Purchase	\$77.13	5468563
E 609-00000-253	Wine Purchase	\$422.42	5468564
E 609-00000-254	Miscellaneous Purchase	\$37.18	5468565
E 609-00000-251	Liquor Purchase	\$0.39	5468761
E 609-00000-251	Liquor Purchase	\$4,939.31	5469898
E 609-00000-253	Wine Purchase	\$1,823.39	5469899
E 609-00000-253	Wine Purchase	\$65.97	5469900
E 609-00000-254	Miscellaneous Purchase	\$38.43	5469901
E 609-00000-251	Liquor Purchase	\$387.71	5469902
E 609-00000-251	Liquor Purchase	\$122.18	5470172
E 609-00000-253	Wine Purchase	\$183.54	5470173
E 609-00000-251	Liquor Purchase	(\$8.37)	577049
E 609-00000-251	Liquor Purchase	(\$19.25)	577050
E 609-00000-251	Liquor Purchase	(\$4.22)	577051
E 609-00000-251	Liquor Purchase	(\$26.88)	577052
E 609-00000-253	Wine Purchase	(\$24.00)	577053
E 609-00000-253	Wine Purchase	(\$36.00)	577054
E 609-00000-253	Wine Purchase	(\$23.17)	577055
E 609-00000-251	Liquor Purchase	(\$21.83)	577056
E 609-00000-253	Wine Purchase	(\$23.17)	577057
E 609-00000-253	Wine Purchase	(\$5.33)	577058
E 609-00000-251	Liquor Purchase	(\$10.00)	577668
E 609-00000-251	Liquor Purchase	(\$14.75)	577669
Total JOHNSON BROTHERS LIQUOR		\$14,171.26	

Paid Chk# 040909 7/7/2016 KROMER, ROBERT

R 650-38080	License/Permit Revenue	\$370.00	LICENSE AND INSP. FEE REFUND
Total KROMER, ROBERT		\$370.00	

Paid Chk# 040910 7/7/2016 LIFTN BUDDY

E 609-00000-500	Capital Expenditures	\$2,995.00	327999	KEG LIFTER
Total LIFTN BUDDY		\$2,995.00		

Paid Chk# 040911 7/7/2016 M AMUNDSON LLP

E 609-00000-256	Tobacco Products For Resale	\$2,154.92	218008
E 609-00000-256	Tobacco Products For Resale	\$105.24	218272
E 609-00000-256	Tobacco Products For Resale	\$2,550.01	218528
E 609-00000-256	Tobacco Products For Resale	\$2,860.79	218868

***Check Detail Register©**

July 2016

		Check Amt	Invoice	Comment
Total M AMUNDSON LLP		\$7,670.96		
Paid Chk# 040912	7/7/2016 MARCO			
E 310-41500-580	Other Equipment	\$1,587.54	INV3416395	TELEPHONE SYSTEM - CITY HALL
E 310-41500-580	Other Equipment	\$8,693.94	INV3416396	TELEPHONE SYSTEM - CITY HALL
E 310-41500-580	Other Equipment	\$2,356.25	INV3418158	TELEPHONE SYSTEM - CITY HALL
Total MARCO		\$12,637.73		
Paid Chk# 040913	7/7/2016 MUNICIPAL EMERGENCY SERVICES			
E 101-42260-229	Turn Out Gear	\$345.00	IN1036093	STRUCTURAL BOOTS
Total MUNICIPAL EMERGENCY SERVICES		\$345.00		
Paid Chk# 040914	7/7/2016 NCPERS GROUP LIFE INSURANCE			
G 101-21724	Life Insurance	\$64.00	5868716	JULY 2016 PREMIUM
Total NCPERS GROUP LIFE INSURANCE		\$64.00		
Paid Chk# 040915	7/7/2016 NORTH METRO AUTO GLASS			
E 101-43100-401	Repair Buildings	\$400.00	IEB-0616-2596	REPAIRS - PW BLDG
Total NORTH METRO AUTO GLASS		\$400.00		
Paid Chk# 040916	7/7/2016 NORTH METRO MAYORS ASSOCIATION			
E 101-41300-433	Dues and Subscriptions	\$2,500.00	99000393	2016 MEMBERSHIP
Total NORTH METRO MAYORS ASSOCIATION		\$2,500.00		
Paid Chk# 040917	7/7/2016 PACE ANALYTICAL			
E 730-00000-306	Water Testing	\$50.00	16100143393	WATER TEST FEE
Total PACE ANALYTICAL		\$50.00		
Paid Chk# 040918	7/7/2016 PAUSTIS & SONS			
E 609-00000-253	Wine Purchase	\$908.51	8551895-IN	
E 609-00000-253	Wine Purchase	\$938.26	8552609-IN	
E 609-00000-253	Wine Purchase	\$535.00	8552631-IN	
Total PAUSTIS & SONS		\$2,381.77		
Paid Chk# 040919	7/7/2016 PETRACEK, BILL			
E 101-41500-205	Mileage Reimbursement	\$200.00		JULY 2016
E 101-41500-321	Telephone	\$100.00		JULY 2016
Total PETRACEK, BILL		\$300.00		
Paid Chk# 040920	7/7/2016 PHILLIPS WINE AND SPIRITS INC			
E 609-00000-253	Wine Purchase	(\$6.00)	238234	
E 609-00000-253	Wine Purchase	(\$6.00)	238235	
E 609-00000-253	Wine Purchase	(\$97.18)	238815	
E 609-00000-253	Wine Purchase	(\$57.18)	239317	
E 609-00000-251	Liquor Purchase	\$404.72	2990965	
E 609-00000-253	Wine Purchase	\$323.86	2990966	
E 609-00000-251	Liquor Purchase	\$544.23	2991956	
E 609-00000-253	Wine Purchase	\$1,416.05	2991957	
E 609-00000-251	Liquor Purchase	\$77.13	2994786	
E 609-00000-253	Wine Purchase	\$262.67	2994787	
E 609-00000-251	Liquor Purchase	\$111.83	2995627	
E 609-00000-253	Wine Purchase	\$559.06	2995628	
Total PHILLIPS WINE AND SPIRITS INC		\$3,533.19		
Paid Chk# 040921	7/7/2016 ROYAL ROOFING INC			
E 220-47000-401	Repair Buildings	\$692.15	1162	LEAK REPAIRS

***Check Detail Register©**

July 2016

		Check Amt	Invoice	Comment
Total ROYAL ROOFING INC		\$692.15		
Paid Chk#	040922 7/7/2016	SOUTHERN WINE & SPIRITS		
E 609-00000-251	Liquor Purchase	\$2,893.09	1417074	
E 609-00000-253	Wine Purchase	\$1,562.31	1417075	
E 609-00000-251	Liquor Purchase	\$0.43	1419780	
E 609-00000-251	Liquor Purchase	\$3,220.41	1419781	
E 609-00000-253	Wine Purchase	\$831.43	1419782	
E 609-00000-251	Liquor Purchase	\$1,614.78	1422511	
E 609-00000-253	Wine Purchase	\$1,014.32	1423257	
Total SOUTHERN WINE & SPIRITS		\$11,136.77		
Paid Chk#	040923 7/7/2016	VINOCOPIA		
E 609-00000-253	Wine Purchase	\$999.50	0153654-IN	
E 609-00000-253	Wine Purchase	\$686.00	0154027-IN	
Total VINOCOPIA		\$1,685.50		
Paid Chk#	040924 7/7/2016	VINZANT, MARY		
E 220-46000-230	Contracted Services	\$132.00		WK ENDING 06/18/16
E 220-46000-230	Contracted Services	\$132.00		WK ENDING 06/25/16
E 220-46000-230	Contracted Services	\$132.00		WK ENDING 07/02/16
Total VINZANT, MARY		\$396.00		
Paid Chk#	040925 7/7/2016	WINE MERCHANTS		
E 609-00000-253	Wine Purchase	\$460.90	7085265	
E 609-00000-253	Wine Purchase	\$28.45	7085562	
E 609-00000-253	Wine Purchase	\$97.18	7086550	
Total WINE MERCHANTS		\$586.53		
10100 4M FUND		\$271,950.93		

Fund Summary**10100 4M FUND**

101 GENERAL FUND	\$69,426.08
220 LOVELL BUILDING	\$2,215.70
310 CAPITAL PROJECTS	\$17,380.73
330 WATER CAPITAL FUND	\$17,402.00
599 POLICE BUILDING	\$4,924.37
609 MUNICIPAL LIQUOR FUND	\$157,232.05
650 PROPERTY MAINTENANCE PROGRAM	\$370.00
651 STORM WATER FUND	\$590.00
730 WATER FUND	\$1,230.00
770 SEWER FUND	\$1,180.00
	\$271,950.93

WEEK 24 BATCH 3538 49 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:000000000004 Total Pages:000000000006 - Page count not applicable for iReports
First No. Last No. Total
Checks: 00000013433 00000013435 000000000003
Vouchers: 00000240001 00000240047 000000000001

Earnings Statement

STLO M9J TOTAL DOCUMENT
CITY OF LEXINGTON
LOCATION 0001

COPY

COPY

32020.85 GROSS
24379.99 NET PAY (INCLUDING ALL DEPOSITS)
2110.67 FEDERAL TAX
1950.49 SOCIAL SECURITY
456.11 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
929.11 STATE TAX
.00 LOCAL TAX
24629.72 DEDUCTIONS
1944.75 NET CHECK

STLO COMPANY CODE M9J
CITY OF LEXINGTON
TOTAL DOCUMENT
LOCATION 0001

COPY

COPY

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ANTI-FORGE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

WEEK 26 BATCH 5536 18 PAYS
0 Employees With Overflow Statement
0 Overflow Statement 1 Total Statement
Tot Cks/Vchrs:00000000001 Total Pages:00000000003 - Page count not applicable for iReports
First No. Last No. Total
Checks: 00000013436 00000013436 00000000001
Vouchers: 00000260001 00000260017 00000000000

Earnings Statement

STLO M9J TOTAL DOCUMENT
CITY OF LEXINGTON
LOCATION 0001

COPY

COPY

25120.53 GROSS
18474.00 NET PAY (INCLUDING ALL DEPOSITS)
2096.93 FEDERAL TAX
1553.36 SOCIAL SECURITY
363.29 MEDICARE
.00 MEDICARE SURTAX
.00 SUI TAX
926.29 STATE TAX
.00 LOCAL TAX
20043.86 DEDUCTIONS
136.80 NET CHECK

STLO COMPANY CODE M9J
CITY OF LEXINGTON
TOTAL DOCUMENT
LOCATION 0001

COPY

COPY

©1998, 2006 ADP, LLC All Rights Reserved.

TEAR HERE

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE
NON-NEGOTIABLE - VOID - NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



ADP, LLC
1851 N RESLER DRIVE MS-100
EL PASO TX 79912

i Inquiries

For Product/Service inquiries, please contact your Client Service Team.

ADVICE OF DEBIT

Client Name : CITY OF LEXINGTON
Client Number : 395512
Advice of Debit Number : 475434994
Advice of Debit Date : 06/17/2016
Advice of Debit Due Date : 06/24/2016
Total Debited This Invoice : \$378.91

TINA NORTHCUTT
CITY OF LEXINGTON
9180 LEXINGTON AVE N
CIRCLE PINES, MN 55014-3625

CURRENT CHARGES

PAYROLL SERVICES	QUANTITY	RATE	BASE	TOTAL CHARGES	TAX
COMPANY CODE 0069-10-M9J					
Processing Charges for Period Ending Date: 06/10/2016					
Pays	49			\$221.15	
New Hires	1	\$1.00 each		\$1.00	
New Hire Reporting Service	1	at no charge			
Labor Distribution	49			\$19.10	
Personnel Reporting Sys Base Chg	120	at no charge			
Tax Service	49	\$0.30 each	\$33.05	\$47.75	
ADPiPayStatements	49	\$0.20 each		\$9.80	
iReports	49	\$0.08 each		\$3.92	
YTD Download	49	at no charge			
For Payroll Delivery Only	1			\$21.10	
24 Hr. Service	49	at no charge			
Employee Payment Services for Period Ending Date: 06/10/2016					
Full Service Direct Deposit	52	\$0.82 each	\$12.45	\$55.09	

TOTAL CHARGES FOR COMPANY CODE:

0069-10-M9J

\$378.91

Total Debited	\$378.91
----------------------	-----------------

WE APPRECIATE YOUR BUSINESS! - NO PAYMENT REQUIRED.

This amount will be processed for debit from your account # XXXXXXXX6090 on 06/24/2016 or the next banking day. Please confirm the debit was completed with your banking institution to ensure the invoice is paid in full.

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Ck No	Payee	Description	Check Amount
06/16	06/14/2016	10922	VERIZON WIRELESS	MAY CELL PHONES	552.50
06/16	06/14/2016	10923	ANOKA COUNTY	APRIL INTERNET ACCESS	455.13
06/16	06/14/2016	10924	ANOKA CO TREASURY DEPT.	JULY BROADBAND	75.00
06/16	06/14/2016	10925	BARNUM GATE SERVICES, INC	BLDG GATE REPAIR	378.30
06/16	06/14/2016	10926	RUSSELL A BLANCK	FIREARM GLOCK	374.94
06/16	06/14/2016	10927	CENTENNIAL UTILITIES	MAY UTILITIES	535.91
06/16	06/14/2016	10928	CENTURY LINK	COMMUNICATIONS	121.18
06/16	06/14/2016	10929	CONNEXUS ENERGY	MAY ELECTRIC	2,196.97
06/16	06/14/2016	10930	CONSOLIDATED COMMUNICATIONS	PHONES	409.99
06/16	06/14/2016	10931	COVERALL OF THE TWIN CITIES INC	JUNE CLEANING SERVICE	796.22
06/16	06/14/2016	10932	DELL MARKETING L.P.	COMPUTER	793.22
06/16	06/14/2016	10933	DELTA DENTAL	JULY COBRA NN	1,831.60
06/16	06/14/2016	10934	DEPUTY REGISTRAR #150	TAHOE RENEWAL	32.75
06/16	06/14/2016	10935	DON'S CIRCLE SERVICE, INC	VEH MTC & REPAIRS	139.17
06/16	06/14/2016	10936	EMERGENCY AUTO TECH ,INC	SWITCH INSTALL SUV #114	127.50
06/16	06/14/2016	10937	4IMPRINT, INC	JR OFFICER BADGES	241.10
06/16	06/14/2016	10938	JENNIFER GRUBBS	REIMB EVIDENCE BAGS	25.01
06/16	06/14/2016	10939	HEALTH PARTNERS	JULY COBRA HEALTH INS NN	9,640.21
06/16	06/14/2016	10940	HOLIDAY FLEET	MAY FUEL	2,204.64
06/16	06/14/2016	10941	IMAGE PRINTING & GRAPHICS, INC	BUSINESS CARDS N WAHLBERG	127.08
06/16	06/14/2016	10942	NEAL A. NOREN	BLDG MTC HOURS MAY	105.00
06/16	06/14/2016	10943	NAC	AIR COND REPAIR	1,320.21
06/16	06/14/2016	10944	PLUNKETT'S PEST CONTROL INC	BLDG INSP FOR PESTS	308.87
06/16	06/14/2016	10945	SIGNS NOW	NEW VEH 216 GRAPHICS	525.02
06/16	06/14/2016	10946	TELECIDE PRODUCTIONS, INC	COMPUTER MTC/SUPPORT	1,870.53
06/16	06/14/2016	10947	TOP GREEN	JUNE GROUNDS MTC	671.98
Grand Totals:					<u>25,860.03</u>

LEXINGTON, MN

06/20/16 6:35 PM

Page 1

Payments

Current Period: February 2016

Batch Name	0216CC	User Dollar Amt	\$7,088.15		
	Payments	Computer Dollar Amt	\$7,088.15		
			\$0.00	In Balance	
Refer	17550 FLEET FARM	Ck# 001778E 2/29/2016			
Cash Payment	E 101-43100-210 Operating Supplies				\$82.54
Invoice	59680 12/21/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$82.54
Refer	17551 MAC TOOLS DISTRIBUTOR	Ck# 001777E 2/29/2016			
Cash Payment	E 101-43100-240 Small Tools and Minor E				\$739.14
Invoice	D 10151 12/22/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$739.14
Refer	17552 MENARDS - BLAINE	Ck# 001779E 2/29/2016			
Cash Payment	E 101-43100-401 Repair Buildings				\$115.19
Invoice	86141 05 4501 12/23/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$115.19
Refer	17553 MISC CUSTOMERS	Ck# 001780E 2/29/2016			
Cash Payment	E 101-43100-401 Repair Buildings				\$65.51
Invoice	MNSPR101015 1/4/2016				
Cash Payment	E 101-43100-175 Clothing Allowance	SCHMID 2016			\$254.99
Invoice	1/11/2016				
Cash Payment	E 101-43100-175 Clothing Allowance	SCHMID 2015			\$85.99
Invoice	1/11/2016				
Cash Payment	E 609-00000-200 Office Supplies				\$7.50
Invoice	1/15/2016				
Cash Payment	E 609-00000-400 General Maintenance				\$37.48
Invoice	1/15/2016				
Cash Payment	E 101-42260-433 Dues and Subscriptions				\$235.00
Invoice	1/18/2016				
Cash Payment	E 101-41500-200 Office Supplies				\$99.99
Invoice	12/23/2015				
Cash Payment	E 101-43100-404 Repair Machinery/Equip				\$535.63
Invoice	12/28/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$1,322.09
Refer	17554 AMAZON.COM	Ck# 001781E 2/29/2016			
Cash Payment	E 101-43100-240 Small Tools and Minor E				\$96.19
Invoice	2561827 1/14/2016				
Cash Payment	E 101-43100-240 Small Tools and Minor E				\$98.41
Invoice	2561827 1/14/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$194.60
Refer	17555 COMCAST	Ck# 001782E 2/29/2016			
Cash Payment	E 310-47500-329 Cable/Internet	8772 10 519 0007159			\$85.97
Invoice	12/16/2015				
Cash Payment	E 310-47500-329 Cable/Internet	8772 10 519 0024097			\$118.84
Invoice	12/2/2015				
Cash Payment	E 310-47500-329 Cable/Internet	8772 10 519 0023966			\$77.45
Invoice	12/9/2015				

LEXINGTON, MN

06/20/16 6:35 PM

Page 2

Payments

Current Period: February 2016

Transaction Date	6/20/2016	4M FUND	10100	Total	\$282.26
Refer	17556 TWIST OFFICE PRODUCTS	Ck# 001783E 2/29/2016			
Cash Payment	E 101-41500-200 Office Supplies				\$42.79
Invoice	746403-0 12/28/2015				
Cash Payment	E 101-41500-200 Office Supplies				\$16.54
Invoice	747235-0 1/6/2016				
Cash Payment	E 101-41500-200 Office Supplies				\$249.56
Invoice	748248-0 1/15/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$308.89
Refer	17557 IMAGE PRINTING & GRAPHICS	Ck# 001784E 2/29/2016			
Cash Payment	E 101-41500-350 Print/Binding				\$407.68
Invoice	145759 12/29/2015				
Cash Payment	E 101-43500-203 Printing				\$174.72
Invoice	145759 12/29/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$582.40
Refer	17558 OXYGEN SERVICE COMPANY	Ck# 001785E 2/29/2016			
Cash Payment	E 101-42260-210 Operating Supplies				\$111.60
Invoice	03329460 12/31/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$111.60
Refer	17559 RICOH USA INC	Ck# 001786E 2/29/2016			
Cash Payment	E 101-41500-350 Print/Binding				\$9.27
Invoice	1/2/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$9.27
Refer	17560 AMERIPRIDE SERVICES	Ck# 001787E 2/29/2016			
Cash Payment	E 609-00000-255 Linen				\$246.41
Invoice	1003331530 12/22/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$246.41
Refer	17561 SPRINT	Ck# 001788E 2/29/2016			
Cash Payment	E 101-43100-321 Telephone				\$110.58
Invoice	495076029-160 12/18/2015				
Cash Payment	E 101-45200-321 Telephone				\$110.58
Invoice	495076029-160 12/18/2015				
Cash Payment	E 651-00000-321 Telephone				\$55.29
Invoice	495076029-160 12/18/2015				
Cash Payment	E 730-00000-321 Telephone				\$138.22
Invoice	495076029-160 12/18/2015				
Cash Payment	E 770-00000-321 Telephone				\$138.23
Invoice	495076029-160 12/18/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$552.90
Refer	17562 SILENT KNIGHT	Ck# 001789E 2/29/2016			
Cash Payment	E 101-41500-385 Building Security	2/6/16-2/5/17			\$299.40
Invoice	00091564 1/4/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$299.40
Refer	17563 WALTERS RUBBISH INC	Ck# 001790E 2/29/2016			
Cash Payment	E 101-41500-384 Refuse/Garbage Dispos	0002			\$52.40
Invoice	0001347653 1/10/2016				

LEXINGTON, MN

06/20/16 5:59 PM

Page 3

Payments

Current Period: February 2016

Cash Payment	E 101-41500-160 Health/Dental Insurance	2277931			\$731.15
Invoice	64008120	2/8/2016			
Cash Payment	E 101-41500-160 Health/Dental Insurance	3686073			\$457.11
Invoice	64008120	2/8/2016			
Cash Payment	E 101-43100-160 Health/Dental Insurance	4200721			\$875.27
Invoice	64008120	2/8/2016			
Cash Payment	E 101-45200-160 Health/Dental Insurance	4200721			\$583.52
Invoice	64008120	2/8/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$4,425.20
Refer	17544 PERA	Ck# 001771E 2/29/2016			
Cash Payment	E 101-41500-121 PERA	PAYROLL PAY DATE 2/10/16			\$1,249.58
Invoice		2/10/2016			
Cash Payment	E 101-43100-121 PERA	PAYROLL PAY DATE 2/10/16			\$489.60
Invoice		2/10/2016			
Cash Payment	E 101-45200-121 PERA	PAYROLL PAY DATE 2/10/16			\$326.40
Invoice		2/10/2016			
Cash Payment	E 609-00000-121 PERA	PAYROLL PAY DATE 2/10/16			\$1,320.93
Invoice		2/10/2016			
Cash Payment	E 101-41500-121 PERA	PAYROLL PAY DATE 2/23/16			\$1,249.57
Invoice		2/23/2016			
Cash Payment	E 101-43100-121 PERA	PAYROLL PAY DATE 2/23/16			\$468.99
Invoice		2/23/2016			
Cash Payment	E 101-45200-121 PERA	PAYROLL PAY DATE 2/23/16			\$312.66
Invoice		2/23/2016			
Cash Payment	E 609-00000-121 PERA	PAYROLL PAY DATE 2/23/16			\$1,321.77
Invoice		2/23/2016			
Cash Payment	E 609-00000-121 PERA				-\$447.38
Invoice		2/9/2016			
Cash Payment	E 609-00000-121 PERA				-\$221.89
Invoice		2/9/2016			
Cash Payment	E 609-00000-121 PERA				-\$185.69
Invoice		2/9/2016			
Cash Payment	E 101-41500-121 PERA				-\$260.14
Invoice		2/9/2016			
Cash Payment	E 101-43100-121 PERA				-\$85.58
Invoice		2/9/2016			
Cash Payment	E 101-41500-121 PERA				-\$106.06
Invoice		2/9/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$5,432.76
Refer	17545 US BANK - VISA	Ck# 001772E 2/29/2016			
Cash Payment	E 101-41500-440 Bank Charges	SAFE DEPOSIT BOX			\$97.75
Invoice		1/19/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$97.75
Refer	17546 AFLAC	Ck# 001773E 2/29/2016			
Cash Payment	G 101-21725 Supplemental Insurance				\$143.68
Invoice	778834	1/26/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$143.68
Refer	17547 CULLIGAN BOTTLED WATER	Ck# 001774E 2/29/2016			

LEXINGTON, MN

06/20/16 5:59 PM

Page 4

Payments

Current Period: February 2016

Cash Payment	E 101-41500-411 Culligan				\$22.02
Invoice	1954596	1/31/2016			
Cash Payment	E 101-42260-430 Miscellaneous				\$22.02
Invoice	1954596	1/31/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$44.04
Refer	17548	CENTERPOINT ENERGY PO BOX 4 Ck# 001775E 2/29/2016			
Cash Payment	E 101-43100-383 Gas Utilities	5912428			\$66.54
Invoice		1/25/2016			
Cash Payment	E 101-45200-383 Gas Utilities	5912428			\$66.54
Invoice		1/25/2016			
Cash Payment	E 651-00000-383 Gas Utilities	5912428			\$33.27
Invoice		1/25/2016			
Cash Payment	E 730-00000-383 Gas Utilities	5912428			\$83.18
Invoice		1/25/2016			
Cash Payment	E 770-00000-383 Gas Utilities	5912428			\$83.18
Invoice		1/25/2016			
Cash Payment	E 101-43100-383 Gas Utilities	5929780			\$66.54
Invoice		1/25/2016			
Cash Payment	E 101-45200-383 Gas Utilities	5929780			\$66.54
Invoice		1/25/2016			
Cash Payment	E 651-00000-383 Gas Utilities	5929780			\$33.27
Invoice		1/25/2016			
Cash Payment	E 730-00000-383 Gas Utilities	5929780			\$83.18
Invoice		1/25/2016			
Cash Payment	E 770-00000-383 Gas Utilities	5929780			\$83.20
Invoice		1/25/2016			
Cash Payment	E 101-42260-383 Gas Utilities	5912072			\$197.92
Invoice		1/25/2016			
Cash Payment	E 220-47500-383 Gas Utilities	5924727			\$1,648.78
Invoice		1/25/2016			
Cash Payment	E 609-00000-383 Gas Utilities	5929733			\$420.15
Invoice		1/25/2016			
Cash Payment	E 101-41500-383 Gas Utilities	6203790			\$76.53
Invoice		1/25/2016			
Cash Payment	E 101-41500-383 Gas Utilities	6252444			\$208.28
Invoice		1/25/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$3,217.10
Refer	17549	MN CHILD SUPPORT Ck# 001776E 2/29/2016			
Cash Payment	G 101-21708 Child Support	#001425530001			\$36.94
Invoice		2/24/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$36.94

LEXINGTON, MN

06/20/16 5:59 PM

Page 1

Payments

Current Period: February 2016

Batch Name	0216ACH	User Dollar Amt	\$20,354.35		
	Payments	Computer Dollar Amt	\$20,354.35		
			\$0.00	In Balance	
Refer	17536	CONNEXUS ENERGY	Ck# 001763E 2/29/2016		
Cash Payment	E 101-43100-386	Street Lights	427421-202875		\$10.82
Invoice	2/9/2016				
Cash Payment	E 101-43100-386	Street Lights	427421-223056		\$353.13
Invoice	1/8/2016				
Cash Payment	E 101-45200-381	Electric Utilities	427422-209087		\$74.85
Invoice	1/8/2016				
Cash Payment	E 770-00000-381	Electric Utilities	427421-208970		\$37.31
Invoice	1/8/2016				
Cash Payment	E 770-00000-381	Electric Utilities	427422-209070		\$0.00
Invoice					
Cash Payment	E 770-00000-381	Electric Utilities	427422-301729		\$63.10
Invoice	1/8/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$539.21
Refer	17537	XCEL ENERGY	Ck# 001764E 2/29/2016		
Cash Payment	E 609-00000-381	Electric Utilities	302320018		\$1,192.73
Invoice	1/15/16				
Cash Payment	E 220-47500-381	Electric Utilities	303041991		\$1,841.69
Invoice	1/15/16				
Cash Payment	E 101-42260-381	Electric Utilities	303539956		\$75.97
Invoice	1/15/16				
Cash Payment	E 101-41500-381	Electric Utilities	303783926		\$224.65
Invoice	1/15/16				
Cash Payment	E 101-43100-386	Street Lights	NON-METERED SERVICES		\$652.65
Invoice	1/15/16				
Cash Payment	E 101-43100-381	Electric Utilities			\$123.58
Invoice	1/15/16				
Cash Payment	E 101-45200-381	Electric Utilities			\$123.58
Invoice	1/15/16				
Cash Payment	E 651-00000-381	Electric Utilities			\$61.79
Invoice	1/15/16				
Cash Payment	E 730-00000-381	Electric Utilities			\$154.48
Invoice	1/15/16				
Cash Payment	E 770-00000-381	Electric Utilities			\$154.48
Invoice	1/15/16				
Cash Payment	E 730-00000-381	Electric Utilities	51-0440323-0		\$55.18
Invoice	1/11/16				
Cash Payment	E 101-43100-386	Street Lights			-\$183.45
Invoice	1/15/16				
Cash Payment	E 730-00000-381	Electric Utilities	51-0440323-2		\$106.20
Invoice	1/15/16				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$4,583.53
Refer	17538	FEDEX / KINKOS	Ck# 001765E 2/29/2016		
Cash Payment	E 609-00000-340	Advertising			\$96.13
Invoice	061700006870	12/1/2015			

LEXINGTON, MN

06/20/16 5:59 PM

Page 2

Payments

Current Period: February 2016

Transaction Date	6/20/2016	4M FUND	10100	Total	\$96.13
Refer	17539 RICOH USA INC	Ck# 001766E 2/29/2016			
Cash Payment	E 101-41500-350 Print/Binding	10/29/15-1/28/16			\$251.22
Invoice	5040157145	1/22/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$251.22
Refer	17540 LINCOLN NATIONAL LIFE	Ck# 001767E 2/29/2016			
Cash Payment	E 101-41500-134 ST/LT Disability Insuranc				\$235.64
Invoice	3169476209	1/29/2016			
Cash Payment	E 101-43100-134 ST/LT Disability Insuranc				\$76.40
Invoice	3169476209	1/29/2016			
Cash Payment	E 101-45200-134 ST/LT Disability Insuranc				\$50.93
Invoice	3169476209	1/29/2016			
Cash Payment	E 609-00000-134 ST/LT Disability Insuranc				\$167.05
Invoice	3169476209	1/29/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$530.02
Refer	17541 INTEGRA TELECOM	Ck# 001768E 2/29/2016			
Cash Payment	E 101-43100-321 Telephone	867878			\$23.92
Invoice	13581612	1/11/2016			
Cash Payment	E 101-45200-321 Telephone	867878			\$23.89
Invoice	13581612	1/11/2016			
Cash Payment	E 651-00000-321 Telephone	867878			\$11.94
Invoice	13581612	1/11/2016			
Cash Payment	E 730-00000-321 Telephone	867878			\$29.87
Invoice	13581612	1/11/2016			
Cash Payment	E 770-00000-321 Telephone	867878			\$29.87
Invoice	13581612	1/11/2016			
Cash Payment	E 101-41500-321 Telephone	810830			\$285.74
Invoice	13581612	1/11/2016			
Cash Payment	E 101-42260-321 Telephone	757119			\$72.41
Invoice	13581612	1/11/2016			
Cash Payment	E 609-00000-321 Telephone	867880			\$190.63
Invoice	13581612	1/11/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$668.27
Refer	17542 HSA BANK	Ck# 001769E 2/29/2016			
Cash Payment	G 101-21723 Flex Insurance	FISCHER			\$275.00
Invoice		2/5/2016			
Cash Payment	E 101-41500-160 Health/Dental Insurance				\$13.50
Invoice		2/4/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$288.50
Refer	17543 HEALTHPARTNERS	Ck# 001770E 2/29/2016			
Cash Payment	E 609-00000-160 Health/Dental Insurance	534411			\$821.81
Invoice	64008120	2/8/2016			
Cash Payment	E 101-43100-160 Health/Dental Insurance	1935199			\$374.64
Invoice	64008120	2/8/2016			
Cash Payment	E 101-45200-160 Health/Dental Insurance	1935199			\$249.76
Invoice	64008120	2/8/2016			
Cash Payment	E 609-00000-160 Health/Dental Insurance	2826664			\$331.94
Invoice	64008120	2/8/2016			

LEXINGTON, MN

06/20/16 6:35 PM

Page 3

Payments

Current Period: February 2016

Cash Payment	E 101-43100-384 Refuse/Garbage Dispos	0003			\$24.14
Invoice	0001347653	1/10/2016			
Cash Payment	E 101-45200-384 Refuse/Garbage Dispos	0003			\$24.14
Invoice	0001347653	1/10/2016			
Cash Payment	E 651-00000-384 Refuse/Garbage Dispos	0003			\$28.68
Invoice	0001347653	1/10/2016			
Cash Payment	E 730-00000-384 Refuse/Garbage Dispos	0003			\$30.17
Invoice	0001347653	1/10/2016			
Cash Payment	E 770-00000-384 Refuse/Garbage Dispos	0003			\$30.18
Invoice	0001347653	1/10/2016			
Cash Payment	E 220-46000-384 Refuse/Garbage Dispos	0004			\$400.35
Invoice	0001347653	1/10/2016			
Cash Payment	E 609-00000-384 Refuse/Garbage Dispos	0005			\$76.36
Invoice	0001347653	1/10/2016			
Transaction Date	6/20/2016	4M FUND	10100	Total	\$666.42
Refer	17564 ORKIN PEST CONTROL	Ck# 001791E 2/29/2016			
Cash Payment	E 220-47000-230 Contracted Services				\$187.47
Invoice	12/23/2015				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$187.47
Refer	17565 LEXINGTON, CITY OF	Ck# 001792E 2/29/2016			
Cash Payment	E 101-43100-382 Water/Sewer Utilities	03-00000111-00-4			\$10.97
Invoice	1/7/2016				
Cash Payment	E 101-45200-382 Water/Sewer Utilities	03-00000111-00-4			\$10.97
Invoice	1/7/2016				
Cash Payment	E 651-00000-382 Water/Sewer Utilities	03-00000111-00-4			\$5.48
Invoice	1/7/2016				
Cash Payment	E 730-00000-382 Water/Sewer Utilities	03-00000111-00-4			\$13.71
Invoice	1/7/2016				
Cash Payment	E 770-00000-382 Water/Sewer Utilities	03-00000111-00-4			\$13.71
Invoice	1/7/2016				
Cash Payment	E 101-43100-382 Water/Sewer Utilities	03-00000121-00-7			\$10.97
Invoice	1/7/2016				
Cash Payment	E 101-45200-382 Water/Sewer Utilities	03-00000121-00-7			\$10.97
Invoice	1/7/2016				
Cash Payment	E 651-00000-382 Water/Sewer Utilities	03-00000121-00-7			\$5.52
Invoice	1/7/2016				
Cash Payment	E 730-00000-382 Water/Sewer Utilities	03-00000121-00-7			\$13.71
Invoice	1/7/2016				
Cash Payment	E 770-00000-382 Water/Sewer Utilities	03-00000121-00-7			\$13.71
Invoice	1/7/2016				
Cash Payment	E 101-41500-382 Water/Sewer Utilities	03-00000231-00-7			\$87.54
Invoice	1/7/2016				
Cash Payment	E 101-42260-382 Water/Sewer Utilities	03-00000531-00-8			\$60.27
Invoice	1/7/2016				
Cash Payment	E 101-45200-382 Water/Sewer Utilities	03-00000581-00-3			\$35.96
Invoice	1/7/2016				
Cash Payment	E 220-47500-382 Water/Sewer Utilities	03-00000251-00-3			\$938.34
Invoice	1/7/2016				

LEXINGTON, MN

06/20/16 6:35 PM

Payments

Page 4

Current Period: February 2016

Cash Payment	E 609-00000-382 Water/Sewer Utilities	03-00000181-00-5			\$155.74
Invoice	1/7/2016				
Transaction Date	6/20/2016	4M FUND	10100	Total	\$1,387.57

Fund Summary

	10100 4M FUND	
101 GENERAL FUND	\$4,269.63	
220 LOVELL BUILDING	\$1,526.16	
310 CAPITAL PROJECTS	\$282.26	
609 MUNICIPAL LIQUOR FUND	\$523.49	
651 STORM WATER FUND	\$94.97	
730 WATER FUND	\$195.81	
770 SEWER FUND	\$195.83	
	<u>\$7,088.15</u>	

Pre-Written Checks	\$7,088.15	
Checks to be Generated by the Computer	\$0.00	
Total	<u>\$7,088.15</u>	

LEXINGTON, MN

06/20/16 5:59 PM

Page 5

Payments

Current Period: February 2016

Fund Summary

	10100 4M FUND
101 GENERAL FUND	\$10,752.20
220 LOVELL BUILDING	\$3,490.47
609 MUNICIPAL LIQUOR FUND	\$5,008.18
651 STORM WATER FUND	\$140.27
730 WATER FUND	\$512.09
770 SEWER FUND	\$451.14
	<hr/>
	\$20,354.35

Pre-Written Checks	\$20,354.35
Checks to be Generated by the Computer	\$0.00
	<hr/>
Total	\$20,354.35

BUSINESS LICENSE - COUNCIL APPROVAL -JULY 7, 2016

NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS
Shanti Om Yoga	4175 Lovell Road # 134	Lexington	MN	55014	Yoga Studio
Martial Arts Academy of Tang Soo Do	4175 Lovell Road # 134	Lexington	MN	55014	Martial Arts Studio
Dollar Tree #5918	9115 South Service Drive	Lexington	MN	55014	Retail - Variety
Red Box Automated	Festival 9101 So Service Drive	Lexington	MN	55014	Movie/DVD/Game Rental Kiosk
Red Box Automated	Walgreens 9273 Lake Drive	Lexington	MN	55014	Movie/DVD/Game Rental Kiosk
Dunn Brothers Coffee	9390 Lexington Avenue	Lexington	MN	55014	Coffee Shop
Lexington Dairy Queen	4131 Woodland Road	Lexington	MN	55014	Dairy Queen
H & R Block	4175 Lovell Road # 205	Lexington	MN	55014	Retail Tax Preparation
George's Texaco	9002 Lake Drive	Lexington	MN	55014	Auto Repair
Lexington Municipal Liquors	9271 Lake Drive	Lexington	MN	55014	Off Sale Liquor
Multiscapes	4137 1/2 Woodland Road	Lexington	MN	55014	Construction/Landscape
Walters Recycling & Refuse	2830 101st Avenue NE	Blaine	MN	55449	Waste Hauler
Ace Solid Waste	6601 McKinley St NW	Ramsey	MN	55303	Waste Hauler
A+ Towing	9010 Lake Drive	Lexington	MN	55014	Towing & Storage

BUSINESS LICENSE - COUNCIL APPROVAL -JULY 7, 2016

NAME OF BUSINESS	BUSINESS ADDRESS	CITY	ST.	ZIP	DESCRIPTION OF BUSINESS
James M Cook Autobody & Repair	9073 South Service Drive	Lexington	MN	55014	Autobody & Mechanical
Lexington Car Wash	9020 Lake Drive	Lexington	MN	55014	Self Service Car Wash
P&V Truck & Auto	3731 Flowerfield Road	Lexington	MN	55014	Auto Repair
Plaza Cleaners	9360 Lexington Avenue	Lexington	MN	55014	Dry Cleaners & Launderer
Centennial Lakes Little League	4175 Lovell Road Suite # 330	Lexington	MN	55014	Youth Sports
At the Beach Tanning	9145 S. Service Drive	Lexington	MN	55014	Tanning Salon
Aloha Therapeutic Massage	4175 Lovell Road Suite 116	Lexington	MN	55014	Therapeutic Massage



June 17, 2016

TO: NMTC OPERATIONS COMMITTEE

**RE: APPROVAL OF 2017 NORTH METRO TELECOMMUNICATIONS
COMMISSION BUDGET**

Enclosed, please find for the council's review and approval the 2017 North Metro Telecommunications Commission Budget and support materials.

The Commission's operating budget for 2017 is proposed at \$1,220,464. This number represents a \$31,180 increase over last year's operating budget. This is due entirely to salary and benefits adjustments, primarily the recommended and approved step-pay-plan revisions for several staff positions. The remainder of the Operations Budget decreased by \$6,500 over the previous year.

Budgeted capital costs for 2017 are \$339,836. The majority of this amount is dedicated to the HD bond payment of \$227,850. The remainder is for field equipment upgrades, office computers, software, software licenses, and building signage changes.

Franchise fees paid back to the Member Cities are budgeted at \$345,000. This is \$25,000 more than last year's franchise fee payment.

Recommendation: That the Member Cities approve the 2017 Commission Budget as recommended by the Telecommunications Commission and the Operations Committee.

The Joint Powers Agreement states, "submitted budgets shall be deemed approved by a Member City unless, prior to October 15 preceding the effective date of the proposed budget, the Member City gives notice in writing to the Commission that it is withdrawing from the Commission."

I want to thank the Commission directors, staff, and the Operations Committee for their efforts in preparing these budgets. If you have any questions about either budget please consult with your Commission director or City Administrator.

Page 2

I look forward to working with all parties, throughout the remainder of 2016, toward reaching the full potential of North Metro TV and to increase both the quality and quantity of community programming and services in 2017.

Sincerely,

A handwritten signature in black ink that reads "Matthew M. Percy". The signature is written in a cursive, flowing style.

Matthew Percy
Chair, North Metro Telecommunications Commission

Enc.

North Metro Telecommunications Commission Budget Line Item Supporting Information

Personnel

- The Personnel line-item increased by \$29,347. The additional expense can be attributed to the recommended and approved step-pay-plan revisions to the compensation levels for Part-Time Production Assistants, Technicians and the Executive Director. According to the 2015 Salary Study, the increases will bring these positions to the average market rate. An up-to 2.5% cost of living increase is also included in the above total.
- The "limited" part-time production assistant positions earn up to \$420 per month (up to 42 hours per month at \$10 per hour) and are not eligible for health benefits. Payroll taxes apply.

Benefits

- The NMTC employee benefits package is based on the benefits packages offered by the Member Cities to their employees. It is budgeted at \$1085.00.
- The NMTC's contribution to PERA will remain at 7.5% in 2017.

Administrative Expenses

- Budgeted administrative expenses are \$2,500 less than 2016. The decrease is due to a reduction in the membership line-item. We do not expect any unusual legal expenses in 2017, so that line-item remains at its 2016 level. The franchise renewal process will not begin until January 2018.
- Tuition and training expenses comply with the revised employee handbook designating \$500 per employee per year for training purposes and to cover the expenses for IT staff's Microsoft and SCALA certification classes.

Production Expenses

- Budgeted production expenses decreased by \$2,000. The decrease is due to anticipated lower maintenance costs for Commission vehicles. The production truck will be new.
- All other production expenses remain at the 2016 level.

Office Expenses

- Office expenses are budgeted \$2,000 lower than the 2016 level.
- Building maintenance includes the furnace/AC maintenance contract, lawn care, snow removal, carpet and window cleaning, fire inspection, and landscaping and building mechanical services.
- Building utilities include sewer, water, gas, and electric.

North Metro Telecommunications Commission
2017 FINANCIAL SUMMARY
Estimated Fund Balances/Revenues/Expenditures.

BEGINNING FUND BALANCES

Operating Reserve	\$297,321
Accrued Vac, Sick, Comp	\$121,000
Capital Equip. Fund	\$195,795
Truck Replacement Fund	\$103,000
Bldg Repair Reserve	\$120,000
Franchise Renewal Fund	\$200,000
Bond Reserve	\$0

TOTAL: \$1,037,116

ESTIMATED REVENUES

Franchise Fees	\$1,140,000
PEG Fees	\$745,000
Other Income	\$20,000
Interest Income	\$300
Income From Reserve Funds	\$0

TOTAL: \$1,905,300

ESTIMATED EXPENDITURES

Operating Expenses	\$1,220,464
Capital Expenses	\$339,836
Franchise Fees Back to Cities	\$345,000

TOTAL: \$1,905,300

YEAR END FUND BALANCES

		Increase(Decrease)
Operating Reserve	\$305,116	\$7,795
Accrued Vac, Sick, Comp	\$121,000	\$0
Capital Equip. Fund	\$188,000	-\$7,795
Truck Replacement Fund	\$103,000	\$0
Bldg Repair Reserve	\$120,000	\$0
Franchise Renewal Fund	\$200,000	\$0
Bond Reserve	\$0	\$0

TOTAL: \$1,037,116 \$0

2017
North Metro Telecommunications Commission Budget

	2015 ACTUAL	2016 BUDGET		2017 BUDGET	NOTES
		Budget	April Act.		
ADMINISTRATIVE EXPENSES					
Audit: Commission	12,350	12,500	9,400	13,000	Annual audit of Commission finances
Audit: Company	0	0		0	Audit of Comcast FF payment accuracy
Conferences	640	2,000	220	2,000	NATOA & MACTA conferences
Consultants	0	0		0	
General/Special Meeting Expenses	2,773	3,000	580	3,000	
Government/Legislative Affairs	0	0		0	
Legal Fees	41,900	35,000	8,803	35,000	Franchising related Issues
Membership Dues	2,608	8,000	2,435	5,000	NATOA, MACTA, Sams Club, Arts All.
Mileage Reimbursement	1,528	2,000	286	2,000	
Personnel Recruitment	0	0		0	
Tuition and Training	1,828	7,500	1,255	7,500	IT Cert./Equipment & software usage
Contingency Expenses	0	0		0	
ADMINISTRATIVE EX. TOTAL:	63,627	70,000	22,979	67,500	
PRODUCTION EXPENSES					
Advertising/Marketing	4,925	8,000	2,152	8,000	New channel, Cable spots, flyers, supplies
Awards Ceremony/ Entry Fees	7,040	6,000	1,300	6,000	Trophies, Entry Fees, Ceremony
Bulbs/Batteries/Other Prod. Costs	5,082	5,000	34	5,000	Bulbs, Camera Batt. Duct tape
Interns	6,900	10,000	1,412	10,000	\$500 stipend for 100 hours of work for 20
Truck/Fleet Vehicle Gas/Oil	2,529	4,500	521	4,500	Prod. Van & fleet vehicles
Truck/Fleet Vehicle Maint/Lic.	1,538	5,000	631	3,000	Prod. Van & fleet vehicles
Video Equipment/Parts/Maint.	6,655	6,000	1,187	6,000	Parts and Maintenance for video equip.
DVDs/Flash Drives/Cases	4,597	7,000	2,356	7,000	DVDs, flash drives
PRODUCTION EX. TOTAL:	39,266	51,500	9,593	49,500	
OFFICE EXPENSES					
Building Maintenance	18,713	25,000	5,049	23,000	Bldg & Prop./Fire Insp./Furn. Contract
Building Security	524	600	136	600	
Building Utilities	22,254	25,000	9,564	25,000	Sewer, Water, Gas & Electric
Insurance	12,072	13,000	10,500	13,000	Liability/property/vehicle/volunteer
Office Supp./Office Equip. Maint.	16,215	16,500	2,550	16,500	Copier & Fax maint. contracts, Supplies
Phone/Internet Service/Web Hosting	20,729	24,000	10,590	24,000	VOD, Live Streaming, web maint.
Postage/Subscriptions	3,034	3,000	1,050	3,000	Local papers, dub/packet postage
Property Tax	389	400	0	400	Recycling assessment
Trash/Recycling/Janitorial	4,799	6,500	2,104	6,500	
OFFICE EXPENSES TOTAL:	98,729	114,000	41,543	112,000	
OPERATIONS TOTAL:	1,001,453	1,189,284	442,832	1,220,464	

2017
North Metro Telecommunications Commission Budget

	2015 ACTUAL	2016 BUDGET		2017 BUDGET	NOTES
		Budget	April Act.		
CAPITAL EXPENDITURES					
Video Equipment	75,278	273,016	3,336	81,486	Drone, edit computers, field cameras
Computer/Office Equipment/Sftwre	25,795	28,000	4,316	28,000	office systems, software licenses
Vehicles	0	0	0	0	
Building Expenditures	0	0	0	2,500	Interior and Exterior building signage
Bond Payment	356,545	0	0	227,850	HD Upgrade
CAPITAL EXP. TOTAL:	457,618	301,016	7,652	339,836	
GRAND TOTAL:	1,459,071	1,490,300	450,484	1,560,300	

[illegible]

Subscriber Calculator Based on PEG Fee Paid

Time Frame	Total PEG Fee Paid	Fee Paid/ months/Peg Fee=Paying Subs	# Increase
2015	\$748,088.00	19,728	-187
2014	\$755,158.56	19,915	473
2013	\$737,277.00	19,442	245
2012	\$704,905.00	19,197	-265
2011	\$702,950.00	19,462	-794
2010	\$731,776.00	20,256	-222
2009	\$712,660.00	20,478	741
2008	\$686,850.00	19,737	-158
2007	\$651,760.00	19,895	-7
2006	\$630,493.00	19,902	658
2005	\$591,190.00	19,244	1,140
2004	\$545,292.00	18,104	1,055
2003	\$501,238.00	17,049	-142
2002	\$490,996.00	17,191	-2
2nd Qtr 2002	\$245,519.00	17,193	-913
2001	\$499,742.00	18,106	1,106
2000	\$459,004.50	17,000	-528
1999	\$420,666.00	17,528	1,883
1998	\$375,468.00	15,645	1,027
3 Quarters 1997	\$230,237.00	14,618	

2017 North Metro Telecommunications Commission

Budget

Talking Points

Overall Organizational Goals

- Complete the HD upgrade and begin programming all CenturyLink channels in HD, and up to two Comcast channel in HD.
- To monitor the effects of competitive cable franchises in the North Metro.
- To develop a profitable commercial drone/video service and provide expanded free drone/video services to our member Cities.
- To continue developing high quality channel and web friendly programming that can be viewed using any device.
- To balance the integrity of the production equipment and the productivity of staff and the public, with the financial needs of the Cities.
- Continue to provide program playback and channel management services, computer and video equipment maintenance and consulting services, internet streaming services for city meetings including meeting management software licenses, program production and event coverage services, and public access to television production for our cities, schools and general public.

Estimated Fund Balance/Revenues/Expenses

- The beginning fund balances for 2017 are estimates based on previous allocations, planned spending for 2016, and estimated income.
- Estimated revenues include: Franchise fees based on the actual first quarter franchise fee payment. PEG fees are based on the actual first quarter PEG fee payment. Because of a franchise fee review settlement with Comcast, PEG funding through 2020 is no longer threatened by recent FCC orders. Other income includes dub fees, sponsorship spots, and production services such as tape transfers and drone services. Interest income is estimated based on the first quarter interest earnings of this year.
- Estimated expenditures include the operating expenses, capital expenses, the bond payment and the franchise fee payment to the cities. Franchise fees back to cities are budgeted at \$345,000. This \$25,000 more than was budgeted last year.
- The year end fund balances include:
 - The **Operating reserve** at 25% of the operating budget.
 - **Accrued vacation, sick and comp** time. The total value of owed vacation, sick, and comp time to employees.
 - The **Capital equipment fund** is intended for emergency replacement of unplanned equipment failures.

- The **truck replacement fund** may be needed if the HD upgrade exceeds the bonded amount of \$2,000,000. Otherwise it will be zeroed out as the truck will be replaced in 2016.
- The **building repair fund** is to cover major costs related to the building such as windows, roof, furnace, AC replacement and painting, carpet replacement etc.
- The **bond reserve** is currently closed out, as the building was paid off in 2015.
- The **franchise renewal fund** is a reserve fund for the NMTC's upcoming franchise renewal process. Franchise renewal can be very expensive, with the informal negotiation process costing approximately \$200,000 across a three year period. Moving to a formal negotiation process is more expensive. These costs include needs assessments, consulting, and legal fees.

Budget

- The recommended operating budget for the organization totals \$1,220,464. This number represents a \$31,180 increase over last year's operating budget. The increase is due entirely to salary and benefits adjustments. The final step increases, that were approved after the 2015 salary study, will be implemented in 2017, along with a 2.5% COLA increase.
- Budgeted capital purchases for 2017 are set at \$339,836. The majority of this amount is dedicated to the HD bond payment of \$227,850. While most of our equipment systems will be upgraded in 2016, those upgrades do not include the editing facilities, field equipment, and miscellaneous items such as microphones, tripods and lights, which require replacing on a more frequent basis. We have not replaced any of this equipment for two years. Expenditures had been put on hold for 2015 and 2016 until the HD upgrade was approved and we had a better idea of the funds required to do so. Budgeted items for 2017 include field cameras, several editing computers, lights, microphones and a drone package more suited for commercial purposes. The total budgeted for video equipment replacement is \$81,486. The capital budget also includes routine computer/software upgrades, software licenses, and building signage changes.
- Franchise fees paid to the cities are budgeted at \$345,000. This is \$25,000 more than last year.

Closing Points

- We have created a thriving and dynamic service for our cities, schools, producers, and viewers. Through program playback and channel management, internet streaming of city meetings including an agenda bookmarking tool, computer and network consulting, video equipment consulting, drone services, and video production services, our cities are seeing real benefits from their investment of franchise fees and PEG fees. Our cable subscribers are benefiting from this

investment with educational opportunities, tape and film transfer services, and varied, informative and interesting programming regarding their communities.

- We are taking important steps to remain relevant in a media viewing world that expects high quality programming provided in a format that can be utilized on any device.
- 2017 will be a pivotal year for the Commission, as the possibility of subscriber growth, due to competition from CenturyLink, may become a reality .

RESOLUTION NO. 16-14

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF LEXINGTON ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of LEXINGTON on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of LEXINGTON on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.

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

To assist the Authorized Representative with the administration of the agreement, KURT B. GLASER - CITY ATTORNEY, is appointed as the Authorized Representative's designee.

3. That MARK KURTH, the Mayor for the City of LEXINGTON, and MARY VINZANT, the Deputy Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 7th day of July, 2016.

CITY OF LEXINGTON

By: MARK KURTH
Its Mayor

ATTEST: _____
By: MARY VINZANT
Its Deputy Clerk

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

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Lexington 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 Kurt Glaser, City Attorney, 300 Washington Avenue N, Suite 405, Minneapolis, MN 55401 (612) 333-6513, 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: BILL PETRACEK

Signed: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: CITY ADMINISTRATOR
(with delegated authority)

Date: _____

Name: MARY VINZANT

Signed: _____

Title: DEPUTY CLERK
(with delegated authority)

Date: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #16- 15

A RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT

WHEREAS, the City of Lexington desires to improve efficiencies through participating in more efficient court process with the Minnesota Judicial Branch; and

WHEREAS, as the Minnesota Judicial Branch Moves toward a more efficient court process, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents; and

WHEREAS, the City of Lexington has approved the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Agency Request forms on behalf of the City for the benefit of the City Prosecutor's office; and

WHEREAS, the City of Lexington desires to subscribe Minnesota Court Data Services Program.

NOW THEREFORE, BE IT RESOLVED that the Members of the City Council of the City of Lexington approve, authorize, and ratify the signing of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies by Bill Petracek, City Administrator.

Passed and Adopted by the Council on this 7th day of July, 2016.

CITY OF LEXINGTON:

Mark Kurth, Mayor

Attest: _____
Bill Petracek, City Administrator

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Lexington 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, Contract Number _____, 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: BILL PETRACEK

Signed: _____

Title: CITY ADMINISTRATOR
(with delegated authority)

Date: _____

Name: MARY VINZANT

Signed: _____

Title: DEPUTY CITY CLERK
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF LEXINGTON
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION #16- 15

A RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT

WHEREAS, the City of Lexington desires to improve efficiencies through participating in more efficient court process with the Minnesota Judicial Branch; and

WHEREAS, as the Minnesota Judicial Branch Moves toward a more efficient court process, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents; and

WHEREAS, the City of Lexington has approved the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and Agency Request forms on behalf of the City for the benefit of the City Prosecutor's office; and

WHEREAS, the City of Lexington desires to subscribe Minnesota Court Data Services Program.

NOW THEREFORE, BE IT RESOLVED that the Members of the City Council of the City of Lexington approve, authorize, and ratify the signing of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies by Bill Petracek, City Administrator.

Passed and Adopted by the Council on this 7th day of July, 2016.

CITY OF LEXINGTON:

Mark Kurth, Mayor

Attest: _____
Bill Petracek, City Administrator

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Lexington

(Government Subscriber Name)

of 333 Washington Avenue N., Ste 405, Minneapolis, MN 55401

(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 Policies & 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  (SJS)
(SIGNATURE)

Date 6/1/14

Name (typed) Kurt B. Glaser

Title City Attorney

Office Smith & Glaser, LLC

2. **THE COURT**

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Information Technology
Division of State Court
Administration

Office

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

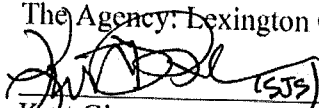
Exhibit B

Government Subscriber Verification of Authority

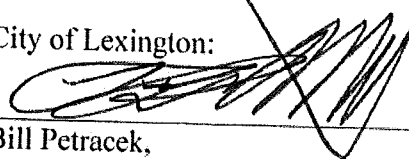
The Agency identified below as the Lexington City Prosecutor has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under this contract detailed above, the Agency is required to have employees, student attorneys and contractors sign a written acknowledgment before they are permitted access.

Bill Petracek, Lexington City Administrator and the authorized Representative of the City of Lexington, acknowledges that the Agency, Lexington City Prosecutor, identified below, has contracted with the City of Lexington to preform prosecution services for the city. In this capacity, the Agency below is authorized on behalf of the City to access and use the Court's Records and Documents.

The Agency: Lexington City Prosecutor


Kurt Glaser,
Lexington City Prosecutor
Smith & Glaser LLC

City of Lexington:


Bill Petracek,
City Administrator of Lexington
City of Lexington

MEMO...

DATE: July 7, 2016

TO: Mayor and Council

FROM: Mary Vinzant
Deputy City Clerk

RE: Approval of Election Judges

Consensus of Council approval, the following people will be utilized in the capacity of Election Judges for the Primary Election on August 9, 2016 and the General Election on November 8, 2016:

Head Election Judge: Virginia Hestekind
Assistant Head Election Judge:

Judges:

Marge Otte
LaVerne Rehbein
Janelle Willard
Katie Vinzant
Jennifer Rustad
Robert Doocey
Julie VanderBloomer
Anna McNamara
Mikayla Jones (Student Judge)



Memo

To: Bill Petracek, City Administrator
From: Steven M. Winter, P.E.
Subject: Application for Final Payment #6 for Fire Station Project
Date: June 30, 2016

Please find the final payment #6. The Contractor has submitted a cost breakdown attached to the payment application. They are 100% complete on the project. They have completed a couple small issues that were on the punch list. We have talked with Fire Chief Grote and he has agreed the punch list items are complete. The attached copy is has a payment of \$2500 for retainage that we held for the punch list.

Attached is one copy of the Application and Certificate for Payment #6 for your review and consideration. We recommend that the Council approve this payment request at the upcoming council meeting. The payment amount is to JPMI Construction Company in the amount of \$2,500.

If you have any questions, please feel free to contact us at (612) 548-3132. Thank you very much.

SMW

Offices in Illinois, Iowa, Minnesota, and Wisconsin

60 Plato Blvd. East, Suite 140, St. Paul, MN 55107-1835

(612) 548-3132 (866) 452-9454

FAX: (763) 786-4574 WEB ADDRESS: www.msa-ps.com

Page 1 of 1

P:\10400s\10480s\10481\10481019\Construction\Payments\Pay App#6
Final\10481019 Partial Payment #6 to City 6-30-16.docx



TO OWNER: CITY OF INDIANAPOLIS PROJECT: _____

Distribution to:

OWNER ☐

Abstract

8

FACTOR ☐

FIELD ☐OTHER ☐

The undersigned Contractor certifies that to the best of the Contractor's knowledge information

which previous certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

which previous Certificates for Payment were

CONTRACTOR: That contract payment schedule is now due.

By: *[Signature]* M2842
Date: 06/24/2016

State of: MA 1

County of: Alameda

Subscribed and sworn to before:

the this day of JUNE 28/0

Notary Public:

NARENDRA S PHATKE
NOTARY PUBLIC

My commission expires: 2/31/2019

ABCHITECT'S CERTIFICATE FOR ARCHITECTURE

ARCHIECI'S CERTIFICATE FOR PAYMENT

in accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge,

information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the

AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,580.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this

Application and on the Continuation Sheet that are changed to conform with the amount certified),

ARCHIECI: *[Signature]* 10/30/16

b) _____
Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of

the Owner or Contractor under this Contract.

ED. An original assures that changes will not be obscured.

Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal

010711ACD64

JPMI CONSTRUCTION CO.

2310 County Rd. D, West, # 105, St. Paul, MN 55112
General Contractors Engineers

Ph: 651-636-1499 Fax: 651-636-1699
Construction Managers

Invoice

To:	MSA Professional Services 60 Plato Boulevard East St. Paul, MN 55107	Date :	24-Jun-16
Attn:	Mr. Allen Szymanski [612] 548-3132 [763]786-4574 aszymanski@msa-ps.com	Job Name:	Lexington Fire Station
		Project No:	10481019
		JPMI Job No:	992505
		Invoice #	992505-6 Retention
For the Period from :	01-Apr-16	To :	30-Jun-16

CONTRACT SUMMARY:

1.	ORIGINAL BASE CONTRACT AMOUNT :	\$255,800.00
2.	ADDITIONS APPROVED TO DATE- ALTERNATE BID :	(\$9,599.00)
3.	DEDUCTIONS APPROVED TO DATE :	\$0.00
4.	REVISED PO AMOUNT TO DATE :	\$246,201.00

STATUS OF ACCOUNT:

5.	PURCHASE ORDER AMOUNT TO DATE :	\$246,201.00
6.	COMPLETED TO DATE :	\$246,201.00
7.	LESS RETAINER 0.00%	\$0.00
8.	TOTAL EARNED LESS RETAINAGE:	\$246,201.00
7.	LESS PREVIOUS CERTIFICATES OF PAYMENTS:	\$243,701.00
8.	AMOUNT DUE THIS ESTIMATE :	<u>\$2,500.00</u>