

<p>City of Afton 3033 St. Croix Trl, P.O. Box 219 Afton, MN 55001</p>
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Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: June 9, 2020

Re: Ordinance Amendment Regarding Firearms Discharge, Gun Ranges, and Nuisance Noises - **Ordinance 05-2020**

The Council met in a work session on June 3 and June 10 to discuss options for addressing concerns regarding the discharge of firearms, and particularly residents using their property in a manner similar to a gun range, in that they discharge a high number of rounds per day several days per week. The Council discussed these concerns from both a safety and a noise/nuisance perspective, and directed staff to draft an ordinance amendment that included the following elements:

- New language in the firearms discharge ordinance that limits firearms discharge as follows:
Other than for allowed hunting, it is unlawful for the owner of a parcel, or multiple parcels under common ownership, to discharge more than 20 rounds from any firearm within a 24 hour period and on more than one day per calendar month on any owned parcel or parcels; with the exception that clay pigeon shooting with shotguns is allowed once per month up to a maximum of 100 rounds and over a maximum time period of two hours, if there is a minimum distance of 1,320 feet from the shooting area to the nearest house on any adjacent parcel.
- Add a definition of “gun range” as follows:
Gun Range means a commercial or private parcel, or multiple parcels under the same ownership, or facility where skeet and trap shooting or other similar shooting sports and the shooting of rifles, shotguns and pistols takes place whereby firearms discharge occurs more than one day per calendar month, and whereby more than 20 rounds are discharged over any 24 hour period; with the exception that clay pigeon shooting with shotguns once per month up to a maximum of 100 rounds and over a maximum time period of two hours, if there is a minimum distance of 1,320 feet from the shooting area to the nearest house on any adjacent parcel, is not considered a gun range.
- Add language in the nuisance/noise ordinance that adds a definition of public nuisance noises and prohibits such noises.

Public Hearing and Council Consideration

The ordinance amendment is attached for public comment through a public hearing and for consideration by the Council.

COUNCIL ACTION REQUESTED:

Motion regarding the Ordinance Amendment Regarding Firearms Discharge, Gun Ranges, and Nuisance Noises - Ordinance 05-2020

ORDINANCE 05-2020

CITY OF AFTON

WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE AMENDING SECTION 14-1 OF CHAPTER 14, AND SECTIONS 12-77, 12-207 AND 12-208 OF CHAPTER 12 OF THE CITY CODE REGARDING THE DISCHARGE OF FIREARMS, GUN RANGES, NUISANCES and NOISE

THE CITY COUNCIL OF THE CITY OF AFTON, MINNESOTA HEREBY ORDAINS:

The following sectionS of the Afton Code of Ordinances shall be amended by adding the bold and underlined language and deleting the ~~strike-through~~ language.

Sec. 14-1. Use, discharge of firearms.

- (a) NOTHING IN THIS SECTION SHALL REGULATE, CONTROL OR PREEMPT THE USE OF FIREARMS FOR SELF DEFENSE WHICH SHALL BE SOLELY REGULATED AND CONTROLLED BY APPLICABLE MN STATE STATUTES (609.06 and 609.65)
- (b) Firearm definition – A firearm is defined as any gun from which any projectile is discharged or propelled by means of an explosion, excluding devices used exclusively for the firing of stud cartridges, explosive rivets, or similar industrial apparatus, instruments, or equipment used by construction personnel, licensed physicians or veterinarians in the course or scope of their professions.
- (c) Within the city, it shall be unlawful for any person to discharge out of doors upon the land of another, including all land owned by the City, any firearm, without having, in possession, written permission from the owner or tenant of such land to discharge such firearm thereon, which must include the full name, address, phone number, and signature of the landowner or lessee as well as the full name of the person given permission to hunt or shoot.
- (d) It is unlawful for any person to discharge any firearm in any place or manner so as to endanger any person or property.
- (e) It is unlawful for any person to discharge a firearm in a city park, on any school property, or in any property located in an area zoned commercial or industrial with the exception of police officers acting in the scope of their lawful authority.
- (f) It is unlawful to discharge a firearm across or within the right of way of any public road or highway.
- (g) Firearms may not be discharged:
 - 1. Except by the landowner and his/her immediate family in residence on the property or in the presence of the landowner or lessee of the land, or with the written permission of the landowner or lessee of the land. The person authorized to hunt/shoot must have in their possession the written permission which must include the full name, address, phone number, and signature of the landowner or lessee as well as the full name of the person given permission to hunt or shoot.
 - 2. Within 500 feet of any residence or accessory building on a parcel under separate ownership from the parcel on which the firearm is discharged, unless the person has written permission from the land owner as required in paragraph (g) 1 above.

3. Before 0900 hours or after one-half hour before sunset, except when hunting game or non-game animals in compliance with the requirements of Minnesota Hunting Restrictions and Requirements (MN State Statute 97B)
- (h) No firearm shall be discharged in a manner reasonably expected to cause a projectile to cross the boundary of a parcel not under common ownership with the parcel from which the projectile is fired, unless the person has written permission from the land owner as required in paragraph (g) 1 above.
- (i) It is unlawful to discharge a firearm while under the influence of a controlled substance or under the influence of alcohol.

(j) Individuals discharging firearms must be adults or must be under the supervision of a responsible adult, with the exception of juveniles 16 and over during the hunting season who meet the legal requirements to hunt according to Minnesota's hunting regulations. Nothing in this paragraph shall prohibit juveniles from hunting in compliance with the requirements of Minnesota Hunting Restrictions and Requirements (MN State Statute 97B)

(k) Other than for allowed hunting, it is unlawful for the owner of a parcel, or multiple parcels under common ownership, to discharge more than 20 rounds from any firearm within a 24 hour period and on more than one day per calendar month on any owned parcel or parcels; with the exception that clay pigeon shooting with shotguns is allowed once per month up to a maximum of 100 rounds and over a maximum time period of two hours, if there is a minimum distance of 1,320 feet from the shooting area to the nearest house on any adjacent parcel.

Sec. 12-77 Definitions

Gun Range means a commercial or private parcel, or multiple parcels under the same ownership, or facility where skeet and trap shooting or other similar shooting sports and the shooting of rifles, shotguns and pistols takes place whereby firearms discharge occurs more than one day per calendar month, and whereby more than 20 rounds are discharged over any 24 hour period; with the exception that clay pigeon shooting with shotguns once per month up to a maximum of 100 rounds and over a maximum time period of two hours, if there is a minimum distance of 1,320 feet from the shooting area to the nearest house on any adjacent parcel, is not considered a gun range.

Sec. 12-207. Miscellaneous nuisances.

- A. It shall be a nuisance for any person to store or keep any vehicle of a type requiring a license to operate on the public highway, but without a current license attached thereto, whether such vehicle is dismantled or not, outside of an enclosed building in any zoning district.
- B. Creating or maintaining a junkyard or vehicle dismantling yard shall be a nuisance and shall be prohibited.
- C. The following are declared to be nuisances endangering public health:
 1. Causing or suffering the effluent from any cesspool, septic tank, drainfield or human sewage disposal system to discharge upon the surface of the ground, or dumping the contents thereof at any place except as authorized by the state pollution control agency.
 2. Causing or suffering the pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste or other substances.
 3. Causing or suffering carcasses of animals to not be buried or destroyed or otherwise disposed of within 24 hours after death.
- D. The following are declared to be nuisances affecting the public peace and safety: **including interfering unreasonably with the enjoyment of life or property.**
 1. The placing or throwing on any street, alley, road, highway, sidewalk or other public property of any glass, tacks, nails, bottles or other nuisances that may injure any person or animal or may cause damage to any pneumatic tire when passing over the same.

2. The ownership, possession or control of any unused refrigerator or other container, with doors that fasten automatically when closed, of sufficient size to retain any person and that is exposed and accessible to the public without having the doors, lids, hinges or latches removed or having locks to prevent access by the public.

3. Public Nuisance Noises.

It is unlawful for any person to cause or allow to be emitted a Public Nuisance Noise. A Public Nuisance Noise is any noise which unreasonably annoys, injures, interferes with, or endangers the comfort, repose, health or safety of persons residing within separate residences in the same community or neighborhood.

a. Examples of public nuisance noises include, but are not limited to, the following:

- 1). The discharge of more than 20 rounds from a firearm in a 24 hour period and on more than one day per calendar week, other than for allowed hunting; with the exception that clay pigeon shooting with shotguns is allowed once per month up to a maximum of 100 rounds and over a maximum time period of two hours, if there is a minimum distance of 1,320 feet from the shooting area to the nearest house on any adjacent parcel.**
- 2). Those noises listed as prohibited in paragraph D of Sec. 12-208**
- 3). Those noises generated by the operations with hourly restrictions listed in paragraph E of Sec. 12-208 when generated beyond the allowed hours.**

b. Exemptions to Public Nuisance Noise Prohibition.

1). Between the hours of 7 a.m. and 8 p.m., the following shall be exempt from this Chapter; except if other state and local restrictions apply:

a). Sounds originating from residential property as a result of temporary projects for the construction, maintenance, or repair of homes, grounds, and appurtenances;

b). Sounds created by the discharge of firearms in the course of legally hunting during any state defined hunting season, and otherwise meeting all other firearm discharge guidelines found in city ordinances.

c). Sounds created by the installation or repair of essential utility services;

d). Sounds originating from temporary, residential construction sites as a result of construction activity

e). Sounds originating from forestry activities

f). Sounds originating from farming activities

Sec. 12-208. Noise.

A. Definitions. Except as provided in this section, words or phrases used in this section and defined in the rules of the state pollution control agency noise section, Mn Rules, § 7030, shall have the meanings given in those rules.

1. A-weighted means a specific weighting of the sound pressure level for the purpose of determining the human response to sound. The specific weighting characteristics and tolerances are those given in American National Standards Institute S1.4-1983, section 5.1.

2. Cut-out or bypass means a mechanism which varies the exhaust system gas flow so as to discharge the

exhaust gas and acoustic energy to the atmosphere without passing through the entire length of the system including all exhaust system sound attenuation components.

3. dB(A) means a unit of sound level expressed in decibels (dB) and A-weighted.

4. Exhaust system means a combination of components which provides an enclosed flow of exhaust gas from engine parts to the atmosphere.

5. Holiday means any day fixed by the United States or by state law for suspension of business in whole or in part.

6. L10 means the sound level, expressed in dB(A) which is exceeded ten percent of the time for a one-hour period, as measured by test procedures approved by the director of the MPCA.

7. L50 means the sound level, expressed in dB(A) which is exceeded 50 percent of the time for a one-hour period, as measured by test procedures approved by the director of the MPCA.

8. MPCA means the state pollution control agency.

9. Noise means any sound not occurring in the natural environment, including but not limited to, sounds emanating from airways, roadways, waterways, industrial, commercial, and residential sources.

10. Noise control officer means the City Zoning Administrator or other person appointed by the City Council.

11. Noise pollution means the presence of any noise or combination of noises in such quantity, at such levels, of such nature and duration, or under such conditions as could potentially be injurious to human health, safety, or welfare; or to animal life; or could interfere unreasonably with the enjoyment of life or property. **Noise pollution includes public nuisance noises, as defined in Sec. 12-207.**

12. Person means any individual, firm, partnership, corporation, trustee, association, the state and its agencies and subdivision, or any body of persons whether incorporated or not. With respect to acts prohibited or required herein, person shall include employees and licensees.

(Paragraphs B and C are not proposed to be amended, so were purposely not included)

D. Noises prohibited.

1. Horns, audible signaling devices, etc. No person shall sound any signaling device on any vehicle except as a warning of danger.

2. Engine exhausts. No person shall discharge the exhaust or permit the discharge of the exhaust of any steam engine, stationary internal combustion engine, motor boat, motor vehicle, motorcycle, all terrain vehicle, snowmobile or any recreational device except through a muffler or other device that effectively prevents loud or explosive noises therefrom and complies with all applicable state laws, regulations, and this article. No exhaust system on any engine shall be modified, altered, or repaired in any manner, including the use of a muffler cut-out or bypass, that shall amplify or otherwise increase noise above that emitted by the device as originally equipped.

3. Radios, phonographs, paging systems, etc. No person shall use or operate or permit the use or operation of any radio receiving set, musical instrument, phonograph, paging system, machine or other device for production or reproduction of sound in a distinctly and loudly audible manner so as to disturb the peace, quiet, and comfort of any person nearby. Operation of any such set, instrument, phonograph, machine or other device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at the property line of the structure or building in which it is located, or at a distance of 50 feet if the source is located outside a structure or building, shall be prima facie evidence of violation of this section.

4. Social gatherings. No person shall participate in any party or other gathering of people giving rise to noise which disturbs the peace, quiet or repose of the occupants of adjoining or other property. When a police officer determines that a gathering is creating such noise disturbance, the officer shall order all persons present, other than the owner or tenant of the premises where the disturbance is occurring, to disperse immediately. No person shall refuse to leave after being ordered by a police officer to do so. Every owner or tenant of such premises who has knowledge of the disturbance shall cooperate with police officers and shall make every reasonable effort to see that the disturbance is abated.

5. Loudspeakers, amplifiers for advertising, etc. No person shall operate or permit the use or operation of any loudspeaker, sound amplifier, or other device for the production or reproduction of sound on a street or other public place for the purpose of commercial advertising or attracting the attention of the public for any purpose whatsoever.

6. Schools, churches, etc. No person shall create any excessive noise on a street, alley or public grounds

adjacent to any school, institution of learning, church or other place of worship.

E. Hourly restriction on certain operations.

1. Domestic power equipment. No person shall operate a garden or lawn tractor, power lawn mower, power hedge clipper, chain saw, mulcher, garden tiller, edger, power device for bug eradication, drill, or other similar domestic power maintenance equipment except between the hours of 7:00 a.m. and 10:00 p.m. Snow removal equipment is exempt from this provision.

2. Refuse hauling. No person shall collect or remove garbage or refuse in any residential district except between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday.

3. Construction activities. No person shall engage in or permit construction activities involving the use of any electric, diesel, or gas-powered machine or other power equipment except between the hours of 7:00 a.m. and 10:00 p.m.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF AFTON THIS 16th DAY OF June, 2020.

SIGNED:

Bill Palmquist, Mayor

ATTEST:

Ronald J. Moorse, City Administrator

Motion by:

Second by:

Perkins:

Wroblewski:

Ross:

Nelson:

Palmquist:

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: June 11, 2020

Re: Ordinance Amendment Restricting Barbed Wire Fencing in Residential Settings – **Ordinance 06-2020**

In response to concerns regarding the use of barbed wire fencing in residential settings, staff has drafted an ordinance amendment that amends the existing fencing ordinance to prohibit barbed wire fencing as follows:

- Barbed wire fencing shall be prohibited in the VHS-C and VHS-R zoning districts
- Barbed wire fencing shall be prohibited in the Rural Residential and Agricultural zoning districts; except by an administrative permit on property used for rural agriculture that includes livestock, when it is demonstrated that the fencing is required to confine the livestock.

Rural Agriculture Definition

The City Code defines rural agriculture as follows:

Agriculture, rural is a commercial food producing use on ten or more contiguous acres and is defined under a portion of Minnesota Agricultural Property Tax Law (Green Acres Law) M.S.A. § 273.111, subd. 6, Agricultural Property Tax: Real property shall be considered to be in agricultural use provided that annually it is devoted to the production for sale of livestock, dairy animals, dairy products, poultry and poultry products, fur bearing animals, horticultural and nursery stock, fruit of all kinds, vegetables, forage, grains, bees, apiary products and activities incidental thereto.

Public Hearing and Council Consideration

The ordinance amendment is attached for public comment through a public hearing and for consideration by the Council.

COUNCIL ACTION REQUESTED:

Motion regarding the adoption of Ordinance 06-2020, an ordinance amendment restricting barbed wire fencing in residential settings.

ORDINANCE 06-2020

CITY OF AFTON

WASHINGTON COUNTY, MINNESOTA

AN ORDINANCE AMENDING SECTION 12-190 OF CHAPTER 12, LAND USE, OF THE CITY CODE REGARDING FENCING

THE CITY COUNCIL OF THE CITY OF AFTON, MINNESOTA HEREBY ORDAINS:

The following section of the Afton Code of Ordinances shall be amended by adding the bold and underlined language and deleting the ~~strike-through~~ language.

Sec. 12-190. Fences.

A. Fences may be permitted in all yards subject to the following:

1. Solid walls in excess of four feet above adjacent ground grades shall be prohibited;
2. That side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property;
3. Fences over six feet in height from the finished grade shall require a building permit in addition to any other required permits;
4. No fences shall be permitted on public rights-of-way; and
5. All fences shall be maintained and kept in good repair.

B. Fences may be permitted along property lines subject to the following:

1. Fences may be placed along property lines provided no physical damage of any kind results to abutting property;
2. Fences on commercial and industrial property may be erected on the lot line to a height of six feet; to a height of eight feet with a security arm for barbed wire;
3. Fences along any lot lines or within any building setback lines as defined in Section 12-55 may be a maximum of six feet in height, except as provided in Subsection (B)(5) of this section. All fences parallel to any road shall be set back a minimum of 20 feet from the road right-of-way for line-of-sight safety reasons. All fences which exceed four feet in height and which are parallel to any road shall be screened in accordance with Subsection (8) of this section.
4. Should the rear lot line of a lot be common with the side lot line of an abutting lot, that portion of the rear lot line equal to the required front yard of the abutting lot shall not be fenced to a height of more than four feet;
5. All fences on lake lots shall be set back a minimum of 20 feet from the ordinary high water mark. Fences along interior lot lines between the 20-foot setback from the ordinary high water mark and the required building setback from the ordinary high water mark shall not exceed four feet in height;
6. Fences located within the buildable area of a lot or eight feet or more from the rear lot line may be up to eight feet in height;
7. Where the property line is not clearly defined, a certificate of survey may be required by the Zoning Administrator to establish the property line;
8. The screening required in this section shall consist of forms of landscaping (plant materials) so as to block direct visual access to the fence from the street.

C. Restrictions on Barbed Wire Fencing

- 1. Barbed wire fencing shall be prohibited in the VHS-C and VHS-R zoning districts**
- 2. Barbed wire fencing shall be prohibited in the Rural Residential and Agricultural zoning districts; except by an administrative permit on property used for rural agriculture that includes livestock,**

when it is demonstrated that the fencing is required to confine the livestock.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF AFTON THIS 16th DAY OF JUNE, 2020.

SIGNED:

Bill Palmquist, Mayor

ATTEST:

Ronald J. Moorse, City Administrator

Motion by:

Second by:

Perkins:

Wroblewski:

Ross:

Nelson:

Palmquist:



Memorandum

To: Honorable Mayor and City Council, City of Afton

From: Nick Guilliams, City Engineer
Klay Eckles, Project Manager

Date: June 16, 2020

Re: June Engineering Staff Report

1. Pay Voucher No. 1 – River Road Sanitary Sewer Improvements

Pay Voucher No. 1 for the River Road Sanitary Sewer Improvements includes all work to substantially complete the project. The project was delivered ahead of schedule and below budget. A final pay voucher will be brought forward at the July meeting for a few remaining items and release of retainage.

Action: Recommend approval of Pay Voucher No. 1 for River Road Sanitary Sewer Improvement Project to Geislinger and Sons, Inc. in the amount of \$315,124.50.

2. Pay Voucher No. 2 – River Road Sanitary Sewer Services

Pay Voucher No. 2 is the final pay voucher for the installation of sanitary sewer services for 2 properties on the south end of River Road before the lift station. This pay voucher includes all restoration work and release of all retainage. This project was satisfactorily completed under budget.

Action: Recommend approval of Pay Voucher No. 2 for River Road Sanitary Sewer Services to Capra's Utilities in the amount of \$2,786.12.

River Road Sanitary Sewer Improvement Project

Pay Voucher 1



Client: City of Afton 3033 Saint Croix Trail Afton, MN 55001	Contractor: Geislinger and Sons, Inc. 511 Central Avenue South Watkins, MN 55389
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WSB Project No.: 014030-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount

Funds Encumbered

Original Contract	\$344,150.00	Original	\$344,150.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$344,150.00	Total	\$344,150.00

Work Certified To Date

Base Bid Items	\$331,710.00
Contract Changes	\$
Material On Hand	\$0.00
Total	\$331,710.00

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$331,710.00	\$331,710.00	\$16,585.50	\$0.00	\$315,124.50	\$315,124.50
Percent: Retained: 5%			Percent Complete: 96.39%		

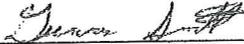
This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Approved By Geislinger and Sons, Inc.



County/City/Project Engineer



Contractor

June 8, 2020

Date

6-8-2020

Date

Approved By City of Afton

Date

River Road Sanitary Sewer
Improvement Project

Pay Voucher 1



Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	06/05/20	\$331,710.00	\$16,685.50	\$315,124.50

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
unknown	\$331,710.00	\$16,685.50	\$0.00	\$315,124.50	\$315,124.50

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$315,124.50			\$315,124.50

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$12,100.00	1	0.95	\$11,495.00	0.95	\$11,495.00
2	2104.502	REMOVE SANITARY CLEANOUT	EACH	\$250.00	3	2	\$500.00	2	\$500.00
3	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$8.00	470	393	\$3,144.00	393	\$3,144.00
4	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	\$4.00	260	260	\$1,040.00	260	\$1,040.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$6.00	740	855	\$5,130.00	855	\$5,130.00
6	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$150.00	8	6	\$900.00	6	\$900.00
7	2231.604	BITUMINOUS PATCH SPECIAL	SY	\$46.00	1100	1094	\$50,324.00	1094	\$50,324.00
8	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$1,500.00	1	1	\$1,500.00	1	\$1,500.00
9	2503.601	SANITARY SEWER BYPASS PUMPING	LS	\$10,000.00	1	1	\$10,000.00	1	\$10,000.00
10	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$2,500.00	1	1	\$2,500.00	1	\$2,500.00
11	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$2,000.00	9	9	\$18,000.00	9	\$18,000.00
12	2503.602	SANITARY SEWER SERVICE	EACH	\$2,000.00	10	11	\$22,000.00	11	\$22,000.00
13	2503.603	6" HDPE PIPE SEWER-PIPE BURSTING	LF	\$78.00	2100	2061.5	\$160,797.00	2061.5	\$160,797.00
14	2503.603	6" HDPE PIPE SEWER	LF	\$50.00	20	0	\$0.00	0	\$0.00
15	2503.603	TELEWISE SANITARY SEWER	LF	\$2.00	2110	0	\$0.00	0	\$0.00
16	2506.602	RECONSTRUCT MANHOLE INVERT (SANITARY)	EACH	\$5,000.00	5	5	\$25,000.00	5	\$25,000.00
17	2535.503	BITUMINOUS CURB (MODIFIED)	LF	\$9.00	1140	1030	\$9,270.00	1030	\$9,270.00

River Road Sanitary Sewer Improvement Project

Pay Voucher 1



18	2540.602	TEMPORARY MAIL BOX	EACH	\$150.00	12	12	\$1,800.00	12	\$1,800.00
19	2563.601	TRAFFIC CONTROL	LS	\$5,200.00	1	1	\$5,200.00	1	\$5,200.00
20	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.00	430	100	\$300.00	100	\$300.00
21	2574.507	COMMON TOPSOIL BORROW	C Y	\$45.00	18	18	\$810.00	18	\$810.00
22	2575.504	SODDING TYPE LAWN	S Y	\$18.00	160	0	\$0.00	0	\$0.00
23	2575.508	HYDRAULIC MULCH MATRIX	LB	\$15.00	90	90	\$1,350.00	90	\$1,350.00
24	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$6,500.00	0.1	0.1	\$650.00	0.1	\$650.00
Bid Totals:							\$331,710.00		\$331,710.00

Project Category Totals		
Category	Amount This Voucher	Amount To Date
SCHEDULE A - SANITARY SEWER IMPROVEMENTS	\$331,710.00	\$331,710.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
										\$	\$
Contract Change Totals:											

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date

Revised Contract Total: \$331,710.00

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



June 8, 2020

Mr. Ron Moorse
City of Afton
3033 St. Croix Trail South
Afton, MN 55001

Re: River Road Sanitary Sewer Improvement Project
City of Afton, MN
WSB Project No. 014030-000

Dear Mr. Moorse:

Please find enclosed Construction Pay Voucher No. 1 for the above referenced project in the amount of \$315,124.50. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Afton approve Construction Pay Voucher No. 1 for Geislinger and Sons, Inc.

The amount indicated above reflects work certified through June 5, 2020, with a 5% retainage applied. Please include one executed copy with the payment to Geislinger and Sons, Inc. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 651.286.8468. Thank you.

Sincerely,

WSB

Nick Guilkins
Sr. Project Manager

Attachments

kkp

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM



CITY OF AFTON
 3033 St. Croix Trail
 Afton, MN 55001
 Project 014030-000 - River Road Sanitary Sewer Services
Pay Voucher No. 2 - FINAL

Contractor: Capra's Utilities
 2340 Leibel Street
 White Bear Lake, MN 55110

City Project No. NA
 For Period: 02/029/2020 - 06/01/2020

Contract Amounts	
Original Contract	\$ 56,900.00
Contract Changes	\$ -
Revised Contract	\$ 56,900.00
Work Certified to Date	
Base Bid Items	\$ 55,862.50
Backsheet	0
Change Order	0
Supplemental Agreement	0
Work Order	0
Material on Hand	0
Total	\$ 55,862.50

Work Certified This Pay Voucher	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid to Date
\$ 2,250.00	\$ 55,862.50	\$ -	\$ 53,076.38	\$ 2,786.12	\$ 55,862.50
Percent retained		0%			
Amount Paid This Pay Voucher			\$ 2,786.12		

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

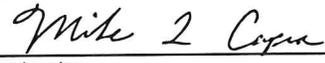
Approved By: WSB


 Project Engineer

June 10, 2020

Date

Approved By: Capra's Utilities


 Contractor

6/10/2020

Date

Approved By: City of Afton

City of Afton

Date

DETAIL SHEET

Pay Voucher No. 2 - FINAL
02/029/2020 - 06/01/2020

OWNER:
CITY OF AFTON

CONTRACTOR:
Capra's Utilities

Project 014030-000 - River Road Sanitary Sewer Services									
#	Item	Units	Contract Qty	Unit Price	Contract Amount	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity to Date	Amount to Date
1	4" PVC SEWER SERVICE	LF	415	\$48.00	\$19,920.00		\$ -	415	\$ 19,920.00
2	4" CLEAN OUT	EACH	3	\$100.00	\$300.00		\$ -	3	\$ 300.00
3	CONNECT TO EXIST. MH	EACH	2	\$2,500.00	\$5,000.00		\$ -	2	\$ 5,000.00
4	ROCK EXCAVATION/REMOVAL	CY	225	\$95.00	\$21,375.00		\$ -	242.5	\$ 23,037.50
5	ROAD RESTORATION (TEMP)	SY	330	\$13.50	\$4,455.00		\$ -	330	\$ 4,455.00
7	REMOVE AND REPLACE BITUMINOUS DRIVEWAY	SY	20	\$60.00	\$1,200.00		\$ -	0	\$ -
8	REMOVE AND REPLACE GRAVEL DRIVEWAY	SY	25	\$12.00	\$300.00		\$ -	0	\$ -
9	SALVAGE AND REINSTALL MAILBOXES	EACH	2	\$100.00	\$200.00		\$ -	0	\$ -
10	RESTORE DISTURBED GREEN AREAS (TEMP)	SY	250	\$4.00	\$1,000.00		\$ -	0	\$ -
11	RESTORE DISTURBED GREEN AREAS (FINAL)	SY	250	\$9.00	\$2,250.00	250	\$ 2,250.00	250	\$ 2,250.00
12	TRAFFIC CONTROL	LS	1	\$900.00	\$900.00		\$ -	1	\$ 900.00

TOTAL	\$56,900.00	\$ 2,250.00	\$ 55,862.50
		AMOUNT EARNED THIS VOUCHER \$	2,250.00

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moore, City Administrator
Date: June 11, 2020
Re: Afton Creek Preserve Construction Update

An updated site status report from the City Engineer is attached, as well as the letter from the City to Will Carlson setting out the City's expectations and timelines. The developer has been making substantial progress on required items, and is on track to complete the major outstanding items by July 1. The City Engineer is recommending that the City continue to work with the developer to see that the remaining items are closed out in the next few weeks.

The site status report indicates that additional trees have been planted to provide additional screening for adjacent property. This refers to the planting of additional trees to provide screening for the Turner Rhode horse farm. Concerns have been raised about the size of the trees recently planted, in relation to the larger trees originally planted. The smaller trees (six feet in height) were authorized by the City Administrator, with the purpose of providing substantially more trees in two rows vs. one row of 7 larger trees as reflected on the approved landscape plan. The developer has planted 23 smaller trees in two rows.

COUNCIL ACTION REQUESTED:

Motion regarding the City Engineer's recommendation that the City continue to work with the developer to see that the remaining items are closed out in the next few weeks.



Memorandum

To: Honorable Mayor and City Council, City of Afton
From: Klay Eckles, WSB
Date: June 10, 2020
Re: Afton Creek Preserve restoration progress report update

Since Mid-May the Developer has been working to address outstanding grading and erosion items on site, as well as other remaining Developer requirements. Significant progress has been made, though several restoration issues still exist. Some outstanding issues resulted from recent utility company work; installation of Xcel utilities required trenching and the disturbed areas need more attention from the utility company. Also two major rain events created some additional new problem areas. This is not unusual for an active construction site. These issues that have arisen, as well as the unresolved ones have remained largely on-site with very little impact to properties off-site.

The Developer had indicated a goal of addressing all outstanding issues prior to July 1st. Here is a breakdown of additional outstanding issues:

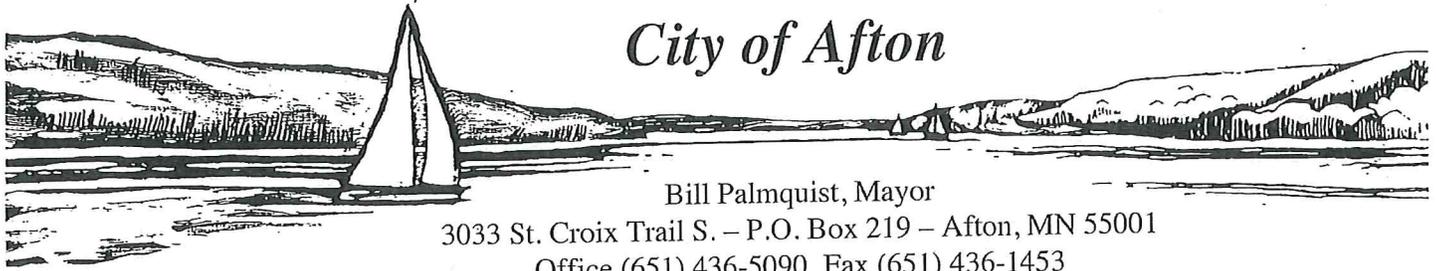
1. Pond 7 infiltration corrections: This pond is meant to be an infiltration facility. It has not functioned according to the plan or met minimum requirements. The developer has submitted a corrective action plan to retrofit the pond with a drain tile system. The final plan is currently under review. The developer is anxious to make these improvements and has submitted a timeline that would see the work completed by July 1st, subject to the timeline for Pond 4 (see below).
2. Pond 4 infiltration corrections: This pond has been a focus of discussions because it has exhibited very odd behavior. At times it appears to operate as intended, and at others it does not. The causes of the variability are unknown (possibly shallow groundwater in the area) but given the uncertainties the developer has been requested to add a drain tile system in this pond as well. When this is finalized, and the changes approved it will likely go in with the pond 7 corrections. This addition could cause a minor delay as the design will need to be approved by the city, the Developer is aiming to get this work completed by July 1st as well.
3. Overall site stabilization and erosion control: The contractor is working to see all this is addressed prior to July 1st. Note that since the last report to council much work has been done, including a redirecting of drainage around pond 5. There are some new erosion areas that have cropped up--especially related to Xcel work. It does appear the Developer is committed to addressing the remaining items, and he has asked that we mark specific correction areas in the field to aid in his discussions with contractors working on the site. As part of our weekly site inspection we will use marking paint to highlight the work areas.
4. The Developer has planted additional trees to provide additional screening to neighboring properties.

5. The Developer has active prairie restoration work underway to address the native vegetation requirement. The ongoing management plan is in development.
6. One additional item to report, the developer is actively making plans to pave 60th street out to Neal Ave. For this item the city has the responsibility of preparing the base material for paving, which has not taken place yet. This means the city's timeline for the prep work will impact the Developer paving effort. This was not an item expected to be completed prior to July 1st; a realistic timeframe for this work is complete by end of August.

This is not the final "punch list", as the developer still has paving work and other activities, but it is a list of items that are underway or in need of attention.

RECOMMENDATION

Since the Council last visited this issue a month ago, the developer has made significant progress. Several items have been addressed and many more are in the works. The Developer is making a concerted effort to address the outstanding items. It is recommended that we continue to work with the developer to see that the remaining items are closed out in the next few weeks.



City of Afton

Bill Palmquist, Mayor

3033 St. Croix Trail S. – P.O. Box 219 – Afton, MN 55001

Office (651) 436-5090 Fax (651) 436-1453

www.ci.afton.mn.us

Annie Perkins - Ward 1
Lucia Wroblewski - Ward 2

Stan Ross - Ward 3
Randy Nelson - Ward 4

May 21, 2020

Will Carlson and Bruce Smith
Afton Creek Preserve Development LLC
488 Atwater Circle
St. Paul, MN 55103

Dear Will Carlson and Bruce Smith,

At the May 19th City Council meeting, Council discussed progress on several outstanding issues related to the Afton Creek Preserve Development project. Council is aware that you are continuing in your efforts to address remaining items. With the coming of a new season Council sees a need to bring closure to several outstanding items that could be a threat to the environment or surrounding properties. Therefore, the City Council passed a motion to notify you of City concerns and asked that you provide a timeline for completing the outstanding items.

Specifically, the Council is looking for a timeline that will complete the following by June 3rd, 2020 or earlier:

- 1) Provide a plan for the redesign and/or reconstruction of pond 7 and pond 4 to meet the infiltration requirements. The actual pond improvements should be completed by July 1st.
- 2) Regrade the area around pond 5 to ensure water in the development drains to the pond as intended. Currently some water is bypassing the pond and discharging into the overflow structure.
- 3) Address all site stabilization items as presented on the Weekly Inspection Report prepared 5/19/20. In particular address these significant items:
 - a. Apply additional Blanketing to pond 3
 - b. Use Blanketing in all ditch and swale areas disturbed by utility companies (the hydro-mulching that was used is not appropriate or effective)
- 4) Provide a workplan for the successful establishment of the native mix and minimizing of weed crops; implementation of 2020 activities related to the native seed mix should be completed by July 1st, with the exception of weed management, which may require additional activities later in the season.
- 5) Complete the planting of trees to provide screening as required.

Given the risk of additional damage and potential for more significant rain, it is imperative that the Developer meet the requirements of the MPCA permit, as well as the requirements of the approved plans and specifications. Council is providing this letter as a 15-day notice that if actions are not addressed in accordance with this timeline the City will consider the need to exercise its authority under the development agreement to take mitigative steps to correct deficiencies in the development.

Thank you for your attention to these important issues. The Afton Creek Preserve project will bring a high-quality neighborhood that will be an asset to the Afton Community, and as the project moves toward completion it is

important that the remaining improvements as well as these corrective actions be addressed. If there are questions about any of these issues, please contact Klay Eckles of WSB at 651-239-9269.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Moorse". The signature is written in a cursive style with a large, sweeping initial "R".

Ron Moorse
Afton City Administrator

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: June 9, 2020
Re: 30th Street Culvert Replacements

30th Street Large Culvert Replacement

When the 30th Street culvert replacement was originally planned and approved, it involved the retention of an existing masonry culvert, which makes up about one-half of the total culvert length, and the replacement of the other one-half of the culvert. The City purchased a culvert that came in six sections. One of the sections has an end that was fabricated to enable the connection with the existing masonry culvert. Due to the costs required for connecting the new culvert with the existing culvert, and the relatively low additional cost of fully replacing the culvert, the plan was changed to replace the whole culvert, including the masonry portion of the culvert. During the recent pre-construction review process, it was pointed out that a section of the new culvert that was originally purchased cannot be used for the current project, because the end that was fabricated to match the masonry culvert cannot be used to match the new culvert. This section of culvert will need to be replaced at a cost of \$3,200.

30th Street Small Culvert Replacements

The City generally replaces all small culverts on a street prior to major improvements. Tri County Services has provided a price quote for the purchase and installation of five small culverts on 30th Street. The price includes \$7,400 for the purchase of the culverts, and \$21,500 for the installation of the culverts, for a total cost of \$28,900. If the Council decides to move ahead with the 30th Street reclamation project, the small culverts will need to be replaced prior to the project.

COUNCIL ACTION REQUESTED:

- **Motion regarding replacing the unusable section of the culvert that was purchased to replace the 30th Street culvert; at a cost not to exceed \$3,200, through County Materials.**
- **Motion regarding accepting the price quote from Tri County Services, in the amount of \$28,900, for the purchase and installation of five small culverts on 30th Street.**

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: June 10, 2020
Re: Additional Speed/Noise Enforcement Patrol Options

The Washington County Sheriff's Department was asked to provide options for additional speed/noise enforcement patrols to address concerns regarding noise and safety related to speeding vehicles. In response, the Sheriff's Department has provided the attached report, which sets out goals, options and costs for additional patrols. The options include a range of additional patrol hours with commensurate costs. The costs range from \$4,254 to \$24,773, depending on the number of additional patrol hours. The 2020 budget currently includes \$5,000 for additional speed/noise enforcement patrols. Staff is requesting direction from the Council regarding the options provided by the Sheriff's Department.

COUNCIL ACTION REQUESTED:

Motion regarding additional speed/noise enforcement patrols.

WASHINGTON COUNTY SHERIFF'S OFFICE 2020 AFTON SUMMER SPEED & NOISE REDUCTION PROPOSAL

Sheriff Dan Starry

OVERVIEW

The Washington County Sheriff's Office in cooperation the City of Afton is interested in identifying the cost of adding additional patrols during the summer months to address the ongoing concerns related to speeding and loud motorcycles in and around the downtown area. It is our understanding that the largest need is centered on the weekends including Friday evening, Saturday and Sunday, therefore this proposal is focused on those days of the week.

The Objective

The objective of this proposal is to address the number of speeding vehicles in the City of Afton primarily in the downtown area, but also in other areas of the City including, but not limited to St Croix Trail between downtown and 50th Street South, Stagecoach Trail, 40th Street South and Neal Ave South.

In addition to the speeding concerns there is also a problem related to loud vehicle noise. The majority of noise complaints are mostly related to loud individual motorcycles and with large groups of motorcycles as they either enter or leave downtown. When these vehicles engage in actions that create their exhaust to be amplified by their use of the throttle it has a negative impact on the quality of life for residents and other visitors.

Goals

- Goal #1: Calm traffic in the downtown Afton area to reduce speeding and amount of loud vehicles.
- Goal #2: Address speeding in other areas of the City.
- Goal #3: Address loud vehicle concerns in other areas of the City
- Goal #4. Work with the City of Afton and County Public Works to research the use of signage and other traffic calming options for more permanent solution.

2020 INCREASED AFTON PATROL PROPOSAL

One additional Deputy assigned exclusively to traffic education/enforcement in the City of Afton paying special attention to the downtown area during the summer of 2020. The deputy will be assigned a marked patrol vehicle equipped with a radar. In addition the deputy will be issued a laser speed detection device

for use. The focus of the deputies working this detail will be to address speeding and loud vehicles by traffic interdiction, using a combination of verbal warnings, written warnings and citations based on the severity of the violation.

Increased Patrol Options

Increased enforcement shifts on the weekends between June 1, 2020 and Labor Day.

Option #1 (43/9 hour shifts) (396 hours)

- Friday Evening 9 hours 2:30 pm until 11:30 pm
- Saturday 9 hours 10:30 AM until 7:30 PM
- Sunday 9 hours 10:30 until 7:30 PM
- 9 hour shift on Labor Day

Option #2 (43/4 hour shifts) (172 hours)

- Friday Evening 4 hours 3:30 pm until 7:30 pm
- Saturday 4 hours 10:30 AM until 2:30 PM
- Sunday 4 hours 10:30 until 2:30PM
- 4 hour shift on Labor Day

Option #3 (29/4 hour shifts) (116 hours)

- Saturday 4 hours 10:30 AM until 2:30 PM
- Sunday 4 hours 10:30 until 2:30PM
- 4 hour shifts on Labor Day

Option #4 (17/4 hour shifts) (68 hours)

- Every other weekend.
- Saturday 4 hours 10:30 AM until 2:30 PM
- Sunday 4 hours 10:30 until 2:30PM
- 4 hour shift on Labor Day

COST ASSUMPTIONS

5 Year Deputy OT Rate	Squad Car
\$ 62.56 per hour	No Charge

Proposal Total Cost Projections

(The 5 year deputy overtime rate is used to project the cost for each option, deputies are part of a union and overtime is award by seniority, the total cost could either be slightly higher or slightly lower depending on which deputy works the shift. The Sheriff's Office uses a 5 year deputy rate as an average. Deputies earn holiday pay on Memorial Day and Labor Day which will increase the cost of those shifts.)

Options	Cost
Option #1	\$24,773.00
Option #2	\$10,760.00
Option #3	\$7,256.00
Option #4	\$4,254.00

Summer Schedule

Schedule	Friday	Saturday	Sunday	Monday
June	5 th	6 th	7 th	
June	12 th	13 th	14 th	
June	19 th	20 th	21 st	
June	26 th	27 th	28 th	
July	3 rd	4 th	5 th	
July	10 th	11 th	12 th	
July	17 th	18 th	19 th	
July	24 th	25 th	26 th	
July	31 st			
August		1 st	2 nd	
August	7 th	8 th	9 th	
August	14 th	15 th	16 th	
August	21 st	22 nd	23 rd	
August	28 th	29 th	30 th	
September	4 th	5 th	6 th	7 th

Equipment Needs

- Squad Car and all related equipment
- Laser Speed Detection Device
- Deputies will use the Remote Sheriff's Office to complete necessary paperwork

Billing

- The Sheriff's Office will create a work order# in the time card system to track the hours worked.
- Washington County Sheriff's Office will bill the City of Afton Monthly

EXPECTED RESULTS

The increased and consistent presence of a deputy in the area who is actively engaged with the public will reduce the number of drivers willing to either drive in excess of the posted speed limits or drive in a manner that creates a louder than allowed noise to emit from their exhaust. We expect the word of our increased presence to spread and act as a deterrent to those that may otherwise not follow the traffic laws.

CONCLUSION

It is the Mission of the Washington County Sheriff's Office to work in partnership with our community to address their concerns. The Sheriff's Office sees this proposal as an example of working in partnership with the City of Afton to help increase driver awareness and community safety while addressing a long standing concern of speed and traffic related noise in the City of Afton. This proposal is a framework of some ideas that we have. If the City has other ideas or options they would like to propose we are open to hearing them and look forward to working with the City to make them come to fruition. This proposal is in addition to the other initiatives the Sheriff's Office has already planned to address these concerns. We fully intend to continue to use the available resources we do have to address traffic concerns throughout the County, including in Afton.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: June 9, 2020
Re: Gary Maas Subdivision at 15990 32nd Street

In 2015, Gary Maas applied for a subdivision to divide the property at 15990 32nd Street into two lots, each meeting the minimum lot size of 22,500 sq. ft.. The subdivision was approved with a number of findings and conditions, as reflected on the attached resolution. The conditions included requirements that needed to be met before the subdivision could be recorded. At this time, these conditions have not been met, the subdivision has not been recorded, and the additional lot has not been created.

The special assessment levied on the property for the Downtown Improvement Project reflected two sewer units, because the subdivision was to result in two lots. However, the additional lot has yet to be created through the recording of the subdivision. The property owner is requesting that the Council confirm that, if the property owner meets the conditions of the subdivision approval, the subdivision can be recorded. Because this determination could affect the current appeal of the special assessment, the City Attorney will discuss how the subdivision relates to the assessment appeal in a closed session to be held prior to the June 16 Council meeting.

COUNCIL ACTION REQUESTED:

Motion regarding the Gary Maas subdivision at 15990 32nd Street.

RESOLUTION 2015-72

CITY OF AFTON
WASHINGTON COUNTY, MINNESOTA

**A RESOLUTION APPROVING THE GARY MAAS APPLICATION FOR A
MINOR SUBDIVISION AT 15990 32ND STREET**

- WHEREAS,** the City of Afton is a municipal corporation organized and existing under the laws of the State of Minnesota; and
- WHEREAS,** the City Council of the City of Afton has adopted zoning, subdivision, and building regulations as part of the Afton Code of Ordinances, to promote the orderly, economic, and safe development and utilization of land within the City; and
- WHEREAS,** Gary Maas is requesting a minor subdivision at 15990 32nd Street; and
- WHEREAS,** The City Engineer has reviewed the subdivision plan, and
- WHEREAS,** City staff reviewed the request and drafted a report for consideration; and
- WHEREAS,** the Planning Commission held a public hearing on the request at its regular meeting of October 5, 2015 and recommended APPROVAL of the application on a vote of 8-0-0; and
- WHEREAS,** the City Council heard the request at its regular meeting on October 20, 2015, at which it considered all of the comments, concerns and recommendations of the Planning Commission and Zoning Administrator and the applicant;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Afton does hereby APPROVE the Gary Maas request for a minor subdivision at 15990 32nd Street, based on the findings and conditions listed below:

Findings

1. The proposed subdivision meets subdivision requirements.
2. Both proposed lots will meet the minimum lot size standards.

Conditions

1. Drainage and utility easements as recommended by the City Engineer shall be granted, with a minimum width of five feet along the side lot lines and 10 feet along the front and rear lot lines.
2. The subdivision shall be completed according to the surveys dated September 22, 2015, and as revised to reflect the drainage and utility easements described in condition #1 above.
3. A park dedication fee of \$5,000 shall be paid prior to the recording of the subdivision, in accordance with Section 12-1270 of the Subdivision Ordinance.
4. The principal structure on each lot shall be connected to the City's sewer system when the system is available.
5. The applicant shall sign an assessment waiver and agreement to pay the costs required to hook up both lots to the city sewer system.
6. A five foot wide easement for the encroaching garage at the northwest corner of the property shall be recorded prior to the recording of the subdivision.
7. The shed that fully encroaches onto the northwest corner of the property shall be removed.
8. A driveway permit is required for the construction of a driveway to serve the northerly lot.

RESOLUTION 2015-72

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF AFTON THIS 20TH DAY OF
OCTOBER, 2015.**

SIGNED:

Richard Bend, Mayor

ATTEST:

Ronald J. Moorse, City Administrator

Motion by: Palmquist
Second by: Nelson
Palmquist: Aye
Richter: Absent
Ross: Aye
Nelson: Aye
Bend: Aye

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moore, City Administrator
Date: June 11, 2020
Re: Tree Removals in the Public Right-of-Way

Policy Regarding Tree Removals in the Public Right-of-Way

Many of the City's streets have large numbers of trees in the public right-of-way adjacent to the streets. These trees are generally not maintained by the City and are allowed to go through their life cycle unless they fall on the road surface, or are trimmed if they grow to obstruct the road surface or sight lines. In rare cases, when a tree is leaning precariously toward a house on an adjacent private lot, the City will remove the tree to prevent it from falling on the house. The City follows this policy regarding trees in the right-of-way because it is a reasonable way to manage wooded areas and additional maintenance of the thousands of trees in the right-of-way would be prohibitively expensive.

Tree Removals on Pennington Avenue

There are currently seven trees in the public right-of-way of Pennington Avenue, regarding which the adjacent property owner has expressed concerns. Three of the trees are dead spruce trees located among a number of pine trees. The City's Forester has inspected the four live trees, and has advised that none are quality trees. One (boxelder) is leaning precariously over the street and the private driveway and will eventually fall. The others (Siberian Elms) are "weed" trees that will continue to drop dead wood and could become more hazardous in the future. The Forester has suggested all could be removed to avoid future maintenance and hazards. Photos of the live trees are attached.

Staff has obtained price quotes from SavATree and Tri County Services for the removal of all seven trees. The cost would be \$2,300 with SavATree and \$2,200 with Tri County. While it would not be necessary to remove all three of the dead spruce trees, since only one is leaning, Tri County has indicated they would remove all three for a cost of \$200. The Council could approve the removal of all seven trees or could approve the removal of the three spruce trees and the boxelder and direct staff to monitor the Siberian Elms and remove them if they become hazardous.

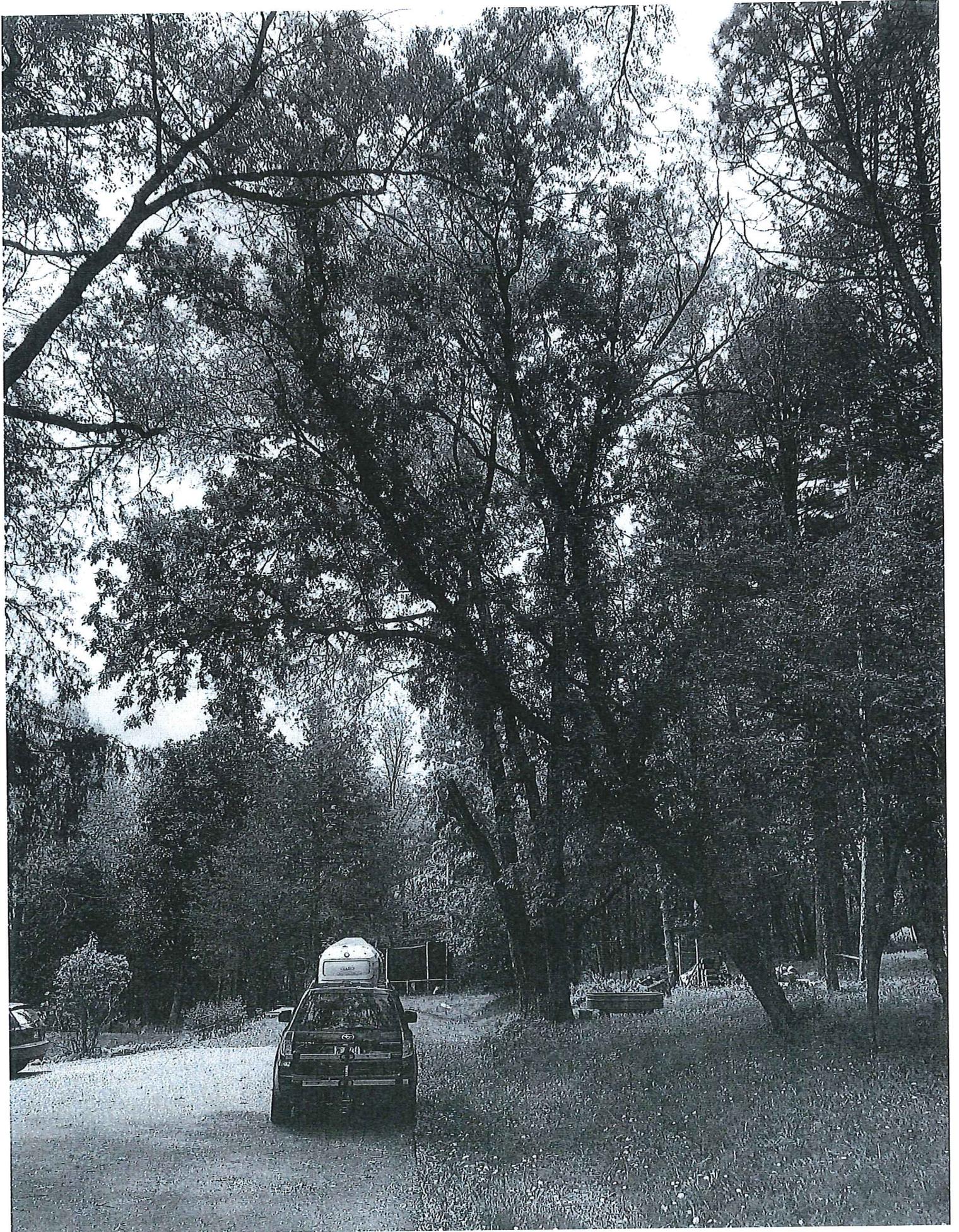
COUNCIL ACTION REQUESTED:

Motion regarding tree removals on Pennington Avenue.





Penningt
Coullee







City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: June 9, 2020
Re: Emergency Operations Update

City Hall Remains Closed to the Public

With the Governor's extension of the Shelter In Place order, the City Hall will remain closed to the public. Staff will continue to work from home, with the exception of essential tasks that require work at City Hall. In these instances, staff will coordinate so that they are not in City Hall at the same time or they maintain social distancing.

Necessary Volunteer Commission/Committee Meetings

At its May 19, 2020 meeting, the Council authorized the Design Review/Heritage Preservation Commission to conduct a design review for a garage planned in the Downtown Village area. The Parks Committee has advised staff that it needs to make decisions regarding pollinator plantings in a timely manner. Staff recommends the Parks Committee be authorized to meet remotely to enable timely decisions, subject to posting the required public notice, including the remote meeting link

Public Hearings on Zoning Applications

As authorized by the Council at its May 19, 2020 meeting, the Planning Commission is preparing to meet remotely to hold necessary public hearings regarding zoning applications on Monday, July 6.

COUNCIL ACTION REQUESTED:

Motion regarding authorizing the Parks Committee to meet remotely to enable timely decisions, subject to posting the required public meeting notice, including the remote meeting link.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: June 11, 2020

Re: Scheduling of a Special Council Meeting

The City Engineer is in the process of obtaining price quotes for the 30th Street Improvement Project. Because the price quotes will not be received in time for consideration at the June 16 Council meeting, it is recommended that a Special Council meeting be scheduled during the week of June 22 to enable the Council to take action regarding the price quotes.

COUNCIL ACTION REQUESTED:

Motion regarding scheduling a Special Council Meeting to enable the Council to take action regarding price quotes for the 30th Street Improvement Project.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: June 11, 2020

Re: Scheduling of a Council Work Session

Several months ago, the firm that currently serves as the City's auditor, CarlsonSV, provided a proposal for providing accounting services when Tom Niedzwiecki, the City's current contracted accountant, retires in June of 2021. The Council was favorable toward the proposal, but wanted to meet with Carlson SV before making a decision regarding their proposal. CarlsonSV is available to meet at the Council's convenience.

CarlsonSV cannot provide both auditing services and accounting services. They will complete the 2020 audit in May of 2021, and then would be able to transition to accounting services. This would mean that the City would need to hire a new auditing firm for the 2021 audit. CarlsonSV has advised that mid-summer is a good time to do an RFP process for a new auditor.

COUNCIL ACTION REQUESTED:

Motion regarding scheduling a work session to meet with CarlsonSV regarding their accounting services proposal.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date June 16, 2020

Council Action Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: June 11, 2020

Re: Joint Powers Agreement for Use of State CJDN System – **Resolution 2020-34**

Afton currently participates in a joint powers agreement for the use of the State's Criminal Justice Data Communications Network (CJDN) System to access criminal history and other information at the Bureau of Criminal Apprehension (BCA), particularly for prosecution services. The joint powers agreement is now being renewed for a five year term. Materials related to the joint powers agreement are attached, including a resolution authorizing the renewal of the joint powers agreement, on behalf of the City Attorney. While the materials provide a significant amount of information regarding the CJDN system and its use by prosecuting attorneys, the City Attorney will be able to answer questions the Council may have regarding the CJDN system, the joint powers agreement and how the system is used as part of the delivery of prosecution services.

COUNCIL ACTION REQUESTED:

Motion regarding the adoption of Resolution 2020-34, authorizing the City to enter into a joint powers agreement for the use of the State's CJDN System.

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

1. **VPN – Site-Site Connection directly to BCA**
2. **Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement. Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
3. **Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
4. **Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

RESOLUTION NO. _____

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of _____, 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 _____ on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

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

4. That _____, the Mayor for the City of _____, and _____, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF _____

By: [name of mayor]
Its Mayor

ATTEST: _____
By: [name]
Its City 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 Afton on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency 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 Fritz Knaak, City Attorney, 4501 Allendale Dr, St Paul, MN 55127, (651)490-9078, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

By: _____

Date: _____

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 Afton on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 177409, 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: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

11. [reserved]

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

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

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____