



**CITY OF CLOQUET**  
**City Council Agenda**  
**Tuesday, September 1, 2015**  
**7:00 p.m.**  
**City Hall Council Chambers**

CITY COUNCIL WORK SESSION

5:30 p.m. Final Review of 2016-2020 Draft CIP and 3rd Run Up of Budget  
6:45 p.m. Future Work Session Agenda Items

1. **Roll Call**
2. **Approval of Agenda**
  - a. Approval of September 1, 2015 Council Agenda
3. **Approval of Council Minutes**
  - a. Work Session Minutes from the August 18, 2015 meeting
  - c. Regular Council Minutes from the August 18, 2015 meeting
4. **Consent Agenda**

*Items in the Consent Agenda are considered routine and will be approved with one motion without discussion/debate. The Mayor will ask if any Council members wish to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.*

  - a. Resolution No. 15-69, Authorizing the Payment of Bills and Payroll
  - b. Renewal of Optional 2 AM Liquor License – Lumberjack Lounge
5. **Public Hearings**

None.
6. **Presentations**

None.



**CITY OF CLOQUET**  
**City Council Agenda**  
**Tuesday, September 1, 2015**  
**7:00 p.m.**  
**City Hall Council Chambers**

**7. Council Business**

- a. State of Minnesota Joint Powers Agreements (BCA and CJDN)
  - Resolution No. 15-70, A Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Cloquet on Behalf of its City Attorney and Police Department.
- b. Carl Street Petition for Overlay

**8. Public Comments**

*Please give your name, address, and your concern or comments. Visitors may share their concerns with the City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.*

**9. Council Comments, Announcements, and Updates**

**10. Adjournment**

**CLOQUET CITY COUNCIL WORK SESSION**

Tuesday, August 18, 2015, 5:30 p.m.

Meeting Minutes

Present: Bjerkness, Kolodge, Langley, Maki, Rock, Wilkinson and Mayor Hallback

Absent: Langley

Staff: Fritsinger, C. Peterson, Lukarilla, Stracek

Other: Jamie Lund, Pine Journal, Bradley Peterson, CGMC

**CGMC ANNUAL UPDATE**

Bradley Peterson of CGMC gave a brief update on legislative events. CGMC's priorities included the following:

- Highest priority was bringing the LGA back to its 2002 level. However, an increase failed due to the Legislature's failure to pass a tax bill.
- Bold economic development focusing on work force housing.
- Broadband infrastructure grant program - CGMC was instrumental in jumpstarting the infrastructure funding program.
- Job training program – Focusing exclusively on Greater MN to provide resources to employers to help in employee specialized trainings.
- Environmental issues – Passed law requiring state to perform a cost impact analysis of all new proposed water quality regulations.

Council asked what the coalition can do to help cities rebuild roads? His view is that compromise is feasible through a fuel bill and general fund sources. He is skeptical there will be much done on transportation the next session.

How effective is it for Councilors to contact our Legislator? It can be effective depending on who the Legislator is. The City would receive an action alert if the coalition feels it is important to contact the Legislator. Trying to communicate through City Hall is more effective.

How important is it for cities to be represented with the coalition? There is value in talking with other elected officials from other communities.

**Strategic Plan Review**

As requested, the Council wanted to review the plan once more. Mr. Fritsinger reviewed each priority and action to ensure everyone is in agreement. Discussion items were as follows:

- Council questioned the intent of Priority 1-D and if it needs to be identified as an action/process. Consensus is to reword as a value statement, not process or task.
- Priority 2B – No work done yet, completion dates need to be changed.  
2D – Not clear on what was to be accomplished. Council in agreement to delete.
- Priority 3B – More of understanding by everyone on how we use LGA. Wait a year to complete this action. This specific component will not be complete this budget.

3C - Start towards the end of 2016, this is more of a 2017 exercise. Focusing on amending the ongoing budget monitoring and reporting to council, an understanding of the budget and how it works.

- Priority 4A – Question mark on this action. Internal Council or engagement of public? This needs careful thought and feedback on how to target this item. Comments on overlap of this process and what EDA is working on. This is written as developing a process. Council suggested adding another 6 months to completion date. Council agreed on June completion date. Look at EDA and how it may interface with.

4B – Needs to be revised based upon previous discussion.

- Priority 5B - Refocus on discussion to make sure all is on right path. Dates will fit a normal building project. Dates need to be identified.

C – Public Works first priority. Dates need to be identified.

- 6A - Tried to align with EDA. Dates are still on track with what Holly is trying to do, plan development in 2016.

6B – Ongoing exercise, dates still meet with expectations.

6C – New business development, split into south Hwy 33 and North, Cloquet business park. EDA has had discussion over the summer. The dates still correlate with what they've been talking about.

Mr. Fritsinger asked the Council if they are comfortable adopting and accepting priorities at tonight's Regular Meeting, or discuss more and adopt/accept at the next meeting? Council agreed to adopt at tonight's meeting.

There being no further business, the meeting adjourned at 6:55 p.m. The Council reconvened the meeting at 7:50 p.m. to continue discussion on the 2016 budget.

### **2016 Preliminary Budget**

Mr. Fritsinger began by providing an update on changes being proposed to the City sales tax projects. He noted that Hilltop Park is being split into two projects with the play structure being added to 2016. A major change in the sales tax is building in the Highway 33 landscaping and trail projects which have not previously been included. He reviewed the proposed schedule of those projects.

The Council inquired if lighting or lighting in general was included in these estimates. Staff indicated they were not and the City Engineer was still in the process of identifying the lighting options and costs for future discussion. Mr. Fritsinger noted that SEH will be presenting the landscape plan to the Council at an upcoming work session the Council will need to carefully consider the costs of such improvements. The City Council reminded staff that it needs to be cognizant of increased operating and maintenance costs associated with such improvements. The Council will be looking to staff to clearly identify any budget impacts before improvements are implemented.

Mr. Fritsinger noted that the City is working with MNDOT on the Highway 33 Frontage Road and believes that grant monies are available. This project has been added in 2019 and the overall commercial development project pushed out to 2021. The Council asked that improvements at CARC be relabeled and discussion ensued regarding the long term ice plant improvements. The Council also inquired as to the status of the skate park location and total project cost.

Mr. Fritsinger then reviewed the 2016 CIP as well as the 2016-2020 plan. He noted the changes in street overlays being considered and that engineering is still working on identifying the related projects. Mr. Peterson explained the changes in the City's sidewalk replacement program. The Council had no additional suggested changes to the CIP.

Mr. Fritsinger then referred to the second roll up of the proposed 2016 budget. He noted there has been little change outside of the impact of capital improvements. The Council, at the last work session, had not suggested any significant change to the budget for those questions raised by staff, so no other changes made. The Council briefly discussed its support for the Events Coordinator position and concerns related to donations to Friends of Animals.

Mr. Fritsinger moved to a quick overview of the proposed facility improvements. He noted the current recommendation is implementing the police facility in 2018 and Public Works in 2021. He is still working with BKV on deciphering the short term maintenance needs and will need to incorporate that into the budget as well. The Council asked a few questions regarding the CAFD building plans but offered no suggested changes to the schedule.

Mr. Fritsinger reminded the Council that he and Ms. Klassen are currently suggesting a \$4.5-4.8 million sales tax bond in 2017 and a \$9.5 million G.O. Bond in 2021. The police facility would be funded through monies in the City's Public Facilities Fund and internal fund borrowing. The Council had several questions including the pros/cons to bonding earlier while interest rates are low.

Having no other questions or comments, the meeting adjourned at 9:30 p.m.

Respectfully Submitted:

Brian Fritsinger  
City Administrator

Council Chambers, Cloquet, Minnesota  
7:00 P.M. August 18, 2015

Regular Meeting

Roll Call

Councilors Present: Bjerkness, Kolodge, Maki, Rock, Wilkinson, Mayor Hallback

Councilors Absent: Langley

### AGENDA

**MOTION:** Councilor Kolodge moved and Councilor Maki seconded the motion to approve the August 18, 2015 agenda. The motion carried unanimously (6-0).

### MINUTES

**MOTION:** Councilor Rock moved and Councilor Bjerkness seconded the motion to approve the minutes of the work session and regular meeting of August 4, 2015. The motion carried unanimously (6-0).

### CONSENT AGENDA

**MOTION:** Councilor Bjerkness moved and Councilor Maki seconded the motion to adopt the consent agenda of August 18, 2015 approving the necessary motions and resolutions. The motion carried unanimously (6-0).

- a. Resolution No. 15-66, Authorizing the Payment of Bills and Payroll
- b. Resolution No. 15-67, Adopting and Confirming Special Assessments For Delinquent Utilities

### PUBLIC HEARING – WEST I-35 FRONTAGE ROAD PAVING IMPROVEMENT

Mayor Hallback announced that now is the time and place for the public hearing on the proposed improvement of West I-35 Frontage Road (South Highway 33) from Moorhead Road north to Highway 33. Assistant City Engineer Peterson provided an overview of the proposed project.

The City Council had a number of questions related to the future assessments for the improvement. The Council indicated that due to the nature of this roadway, assessments may not be appropriate. Staff responded that those issues will be evaluated and presented at the time of the Assessment Hearing. The Council also had questions on the project schedule, the impact on the Encore Performing Arts Center schedule, speed limits, and an overall review of Chapter 12 of City Code.

Frank Milder, Encore Performing Arts Center, encouraged the City to look at the amount of traffic using the Frontage Road as a “pass through” street as it considers assessments. He also had questions on the future of the Highway 33 crossover and whether the project should be delayed until MNDOT addresses the safety problem. He did not see any negative impact on the Performing Arts Center from the construction schedule.

Terry Demenge, 2031 Highway 33 South, commented that he didn’t feel that property owners should be assessed. He reminded the City to fix the problem from flushing the hydrants and water on his property.

Mary Fink, 1461 Ann Street, stated that she doesn’t think assessments are fair.

Nate Sandman, 1463 Ann Street, stated his opposition to the assessment but was supportive of the project and the widening of the shoulders to accommodate pedestrians.

Hearing no further comments, Mayor Hallback closed the Public Hearing.

**MOTION:** Councilor Kolodge moved and Councilor Wilkinson seconded the motion to adopt **RESOLUTION NO. 15-68 ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE**

**2015 PAVING OF THE WEST I-35 FRONTAGE ROAD (SOUTH HIGHWAY 33) FROM MOORHEAD ROAD, NORTH APPROXIMATELY 1 MILE TO HIGHWAY 33.**

**WHEREAS**, The City has proposed to completed a roadway pavement improvement on the West I-35 Frontage Road (South Highway 33) from Moorhead Road, north one mile to Highway 33; and

**WHEREAS**, A resolution of the Council adopted July 21, 2015, set a date for a Council hearing on the proposed improvement; and

**WHEREAS**, minimum of ten days mailed notice and two weeks published notice of the hearing was given and the hearing was held thereon on the 18<sup>th</sup> day of August 2015, at which time all persons desiring to be heard were given an opportunity to be heard.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA:**

1. Such improvement is necessary, cost effective, and feasible as detailed in the City's feasibility study.
2. The City Engineer is hereby designated as the engineer for this improvement and shall prepare plans and specifications for the making of such improvement.
3. Such improvement is hereby ordered and the City Engineer is hereby authorized to solicit bids for construction.

The motion carried unanimously (6-0).

**PRESENTATIONS**

There were none.

**CABLE TV FRANCHISE AGREEMENT RENEWAL**

**MOTION:** Councilor Rock moved and Councilor Bjerkness seconded the motion to table discussion on the Cable TV Franchise Agreement Renewal until the September 1, 2015 Council Meeting. The motion carried unanimously (6-0).

**ADOPTION OF CITY STRATEGIC PLAN**

**MOTION:** Councilor Wilkinson moved and Councilor Kolodge seconded the motion to approve the 2016-2018 Strategic Plan identified as part of the recent City Council/Department Head Retreat as detailed within the Strategic Planning Report subject to the revisions as discussed during the work session. The motion carried unanimously (6-0).

**APPROVE THE SALE OF TAX FORFEITED LAND**

**MOTION:** Councilor Bjerkness moved and Councilor Rock seconded the motion to approve the sale of tax forfeited land within the City as identified in the July 29, 2015 letter from Carlton County and directed the City Administrator to notify the County of its intent to re-levy the certified assessments on parcel # 06-030-0920. The motion carried unanimously (6-0).

**ADOPTION OF CITY COUNCIL IPAD USE POLICY**

**MOTION:** Councilor Rock moved and Councilor Wilkinson seconded the motion to adopt the City Council iPad Use Policy. The motion carried unanimously (6-0).

**NATIONAL NIGHT OUT DONATION ACKNOWLEDGMENT AND RECOGNITION**

**MOTION:** Councilor Kolodge moved and Councilor Rock seconded the motion to recognize various community businesses and organizations for donations and support that contributed to the success of the Cloquet Police Department's National Night Out event held on August 4, 2015. The motion carried unanimously (6-0).

**GRADER PURCHASE AUTHORIZATION**

**MOTION:** Councilor Bjerkness moved and Councilor Maki seconded the motion to authorize the purchase of a 2010 John Deere Motor Grader from Nortrax in the amount of \$149,594.00. The motion carried unanimously (6-0).

**LUMBERJACK LOUNGE BEER AND ON-SALE LIQUOR SALES AT CARC**

**MOTION:** Councilor Wilkinson moved and Councilor Kolodge seconded the motion to authorize Lumberjack Lounge, LLC to allow for the sale of beer and limited selection of hard alcohol products at the Cloquet Area Recreation Center (Northwoods Arena) for a period expiring June 30, 2016, with the following conditions:

- The Wilderness Hockey Club/CAHA provide an executed Lease Agreement identifying the permanent relationship between the Club and Association.
- Sales be limited to the specific dates and times associated with the team's 2015-2016 home schedule as provided to the City.
- Sales be restricted to the interior of the Cloquet Area Recreation Center (Northwoods Arena) with no consumption allowed either outside the building or in locker room areas.
- No sales shall take place in the building when youth amateur events are held within that building.
- The licensee provide the City with a certificate of insurance covering the facility and including the City as an additional insured.
- The Club and/or licensee provide sufficient security personnel at all times when alcohol is sold to ensure the enforcement of all rules, regulations, and laws related to the sale and consumption of alcohol.

The motion carried unanimously (6-0).

**BID AUTHORIZATION FOR DECHLORINATION BUILDING FOR THE LAKE SUPERIOR WATER LINE**

**MOTION:** Councilor Rock moved and Councilor Maki seconded the motion to approve the advertisement of bids to construct a dechlorination building for the Lake Superior Waterline operations. The motion carried unanimously (7-0).

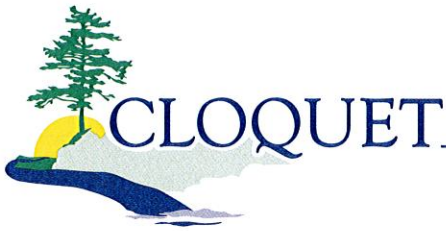
**PUBLIC COMMENTS**

There were none.

**COUNCIL COMMENTS/UPDATES**

On motion duly carried by a unanimous yea vote of all members present on roll call, the Council adjourned.





**ADMINISTRATIVE OFFICES**

1307 Cloquet Avenue • Cloquet, MN 55720  
Phone: 218-879-3347 • Fax: 218-879-6555  
email: admin@ci.cloquet.mn.us  
www.ci.cloquet.mn.us

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Brian Fritsinger, City Administrator  
Date: August 25, 2015

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**ITEM DESCRIPTION:** Lumberjack Lounge LLC Optional 2 AM Liquor License Renewal

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**Proposed Action**

Staff recommends the City Council move to approve the renewal of the Optional 2 AM Liquor license for Lumberjack Lounge LLC, 1016 Cloquet Avenue.

**Background/Overview**

The City currently has four establishments licensed under the Optional 2AM liquor license. The license is actually issued by the State, but the City must approve the license. There have been no public safety issues at the Lumberjack Lounge associated with the 2 AM license that staff is aware.

**Policy Objectives**

M.S. 340A.504, Subd. 7 allows for the sale of intoxicating liquor between the hours of 1:00 a.m. and 2:00 a.m. Section 6.2.10, Subd. 4 of Municipal Code also addresses the sale between these hours.

**Financial/Budget/Grant Considerations**

Currently the City charges no local fees for this license. The fee is based strictly upon the statutory obligations.

**Advisory Committee/Commission Action**

None.

**Supporting Documentation Attached**

- Optional 2 AM Application



Renewal Application for Optional Liquor 2AM License

License Type: 2AM-100K-500I Expires On: October 1, 2015

ID Number: 26236

DBA

Lumberjack Lounge LLC  
Lumberjack Lounge  
1016 Cloquet Ave  
Cloquet MN 55720

Business Phone: 2188795939

If any of the above licensee information is not correct, please make corrections as necessary.

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: Alcohol and Gambling Enforcement Division (AGED). Mail this application and check to: AGED, 445 Minnesota St., Suite 222, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes  No Does the city or county that issues your liquor license allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_

(I certify that the city or county of \_\_\_\_\_ approves the sale of alcoholic beverages until 2AM)

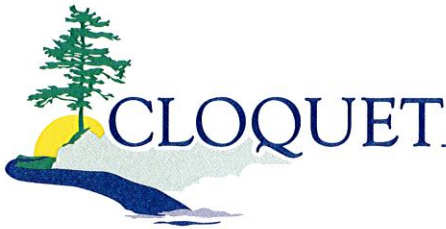
Licensee Signature *John Bailey* Date 8/25/15

(I certify that I have answered the above questions truthfully and correctly)

Licensee Minnesota Tax ID Number (Required): 96-15937

Licensee: Prior to submitting this application to the Alcohol & Gambling Enforcement Division you must have this form signed by your local city or county licensing official

Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
445 Minnesota Street, Suite 222, St. Paul, MN 55101-5133  
Telephone 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
dps.mn.gov




**ADMINISTRATIVE OFFICES**

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www.ci.cloquet.mn.us

**REQUEST FOR COUNCIL ACTION**

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To: Mayor and City Council  
From: Brian Fritsinger, City Administrator   
Date: August 26, 2015

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**ITEM DESCRIPTION:** State of Minnesota Joint Powers Agreements (BCA and CJDN)

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**Proposed Action**

Staff recommends the Council move to adopt **RESOLUTION 15-70, A RESOLUTION APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF CLOQUET ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT.**

**Background/Overview**

Under Minn. Stat. §471.59, the Bureau of Criminal Apprehension (BCA) and the City are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The police department is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in the agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. The police department wants to access this data in support of its criminal justice duties. The Joint Powers Agreements require approval from the City Council according to Minn. Stat. §471.59, subd. 1.

**Policy Objectives**

The police department needs to have participation Joint Powers Agreements in place to access the data from the BCA and other communications networks. The purpose of these agreements is to create a method by which the Cloquet Police Department 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.

**Financial/Budget/Grant Considerations**

No additional cost to the City with the approval of the Joint Powers Agreements.

**Advisory Committee/Commission Action**

None

**Supporting Documents Attached**

- Copy of Joint Powers Agreements
- Resolution No. 15-70

**CITY OF CLOQUET  
COUNTY OF CARLTON  
STATE OF MINNESOTA**

**RESOLUTION NO. 15-70**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLOQUET:**

- 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 Cloquet on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.
- 2) That the Chief of Police, Steve Stracek, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

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

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

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

- 4) That Dave Hallback, the Mayor for the City of Cloquet, and Brian Fritsinger, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 1<sup>ST</sup> DAY OF  
SEPTEMBER, 2015.**

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Dave Hallback, Mayor

ATTEST:

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Brian Fritsinger, City Administrator

**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 Cloquet on behalf of its Police Department ("Agency").

**Recitals**

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

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

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

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

**2.6 Access granted.**

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

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

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

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

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

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

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

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

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

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



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

If 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 agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of [Three Hundred Ninety Dollars] (\$390.00) or a total annual cost of [One Thousand Five Hundred Sixty Dollars] (\$1,560.00).

Agency will identify its contact person for billing purposes, and 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 Chief Steve Stracek, 508 Cloquet Avenue, Cloquet, MN 55720, (218) 879-1247, 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 Cloquet on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 96324, 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](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

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

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

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

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

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

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

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber

Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

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

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from

Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

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

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



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

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

**11.** [reserved]

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

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

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

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide

personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

**SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. SUBSCRIBER (AGENCY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. COURTS**  
Authority granted to Bureau of Criminal Apprehension

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

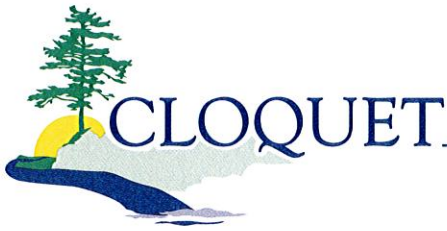
Signed: \_\_\_\_\_

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

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

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

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



## ADMINISTRATIVE OFFICES

1307 Cloquet Avenue • Cloquet, MN 55720  
Phone: 218-879-3347 • Fax: 218-879-6555  
email: admin@ci.cloquet.mn.us  
www.ci.cloquet.mn.us

### REQUEST FOR COUNCIL ACTION

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To: Mayor and City Council  
From: James R. Prusak, Director of Public Works  
Reviewed by: Brian Fritsinger, City Administrator  
Date: August 25, 2015

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**ITEM DESCRIPTION:** Petition to Consider a Bituminous Overlay on Carl Street from the I-35 Frontage Road, West to Walter Avenue.

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#### Proposed Action

Staff recommends the City Council move to accept the Petition from the residents of Carl Street requesting a bituminous overlay of their block and refer to the City Engineer's office.

#### Background/Overview

In 1996, the City Engineer's Office proposed to overlay the existing blacktop along Carl Street west of the I-35 Frontage Road. However, at the project public hearing, a petition from the residents was presented to the City Council requesting the road NOT be overlaid at that time. As a result, Carl Street was removed from the paving list that summer. Since that time, the existing pavement has continued to show signs of deterioration and over the past year the City Engineer's Office has received a few calls wanting to know when the City was going to do something with this street. In response, the City Engineer sent a letter in July to the residents indicating if they would like to see some sort of pavement improvement, a petition be presented to the City Council requesting an overlay. This would involve placing an additional 1-1/2" to 2" thick layer of new blacktop over the existing pavement.

On August 18, 2015, the City Council held a public hearing on a proposed Pavement Improvement to the West I-35 Frontage Road from Moorhead Road, north to Highway 33, which is in the immediate neighborhood of Carl Street. Following that public hearing, the City Engineer was directed to proceed with this improvement. Because of the lateness in the construction season, however, the City Engineer has expressed concerns whether the project could be completed yet this year.

On August 21, 2015, the City Administrator's Office received a petition signed by four of seven property owners along Carl Street requesting a bituminous overlay of their block from the I-35 Frontage Road, west to Walter Avenue. The City Engineer supports this project and in his opinion, it would be best to combine this work with the Frontage Road improvement project. Again, because of the timing, it is his recommendation these pavement improvements be delayed for completion into early 2016.

In recent months, questions have been raised with the City's current Street Improvement Assessment Policy, which is covered by Chapter 12 of the City Code, and the City Council has expressed interest in reviewing and possibly revising certain portions of the Code. For this reason, the City Engineer would further recommend that prior to scheduling a public hearing on the potential Carl Street project, the current city assessment code be reviewed and discussed further to determine if any changes to the policy are to be considered at this time.

**Policy Objectives**

To respond to petitions for roadway improvements in accordance with State Statutes and City Code.

**Financial/Budget/Grant Considerations**

The City's 2015 Capital Improvement Plan (CIP) and budget included \$385,000 for the I-35 Frontage Road Improvement. The estimated cost to overlay Carl Street would add an additional \$21,000. In accordance with the City's current assessment policy, the majority of this additional cost would be assessed back to properties along Carl Street.

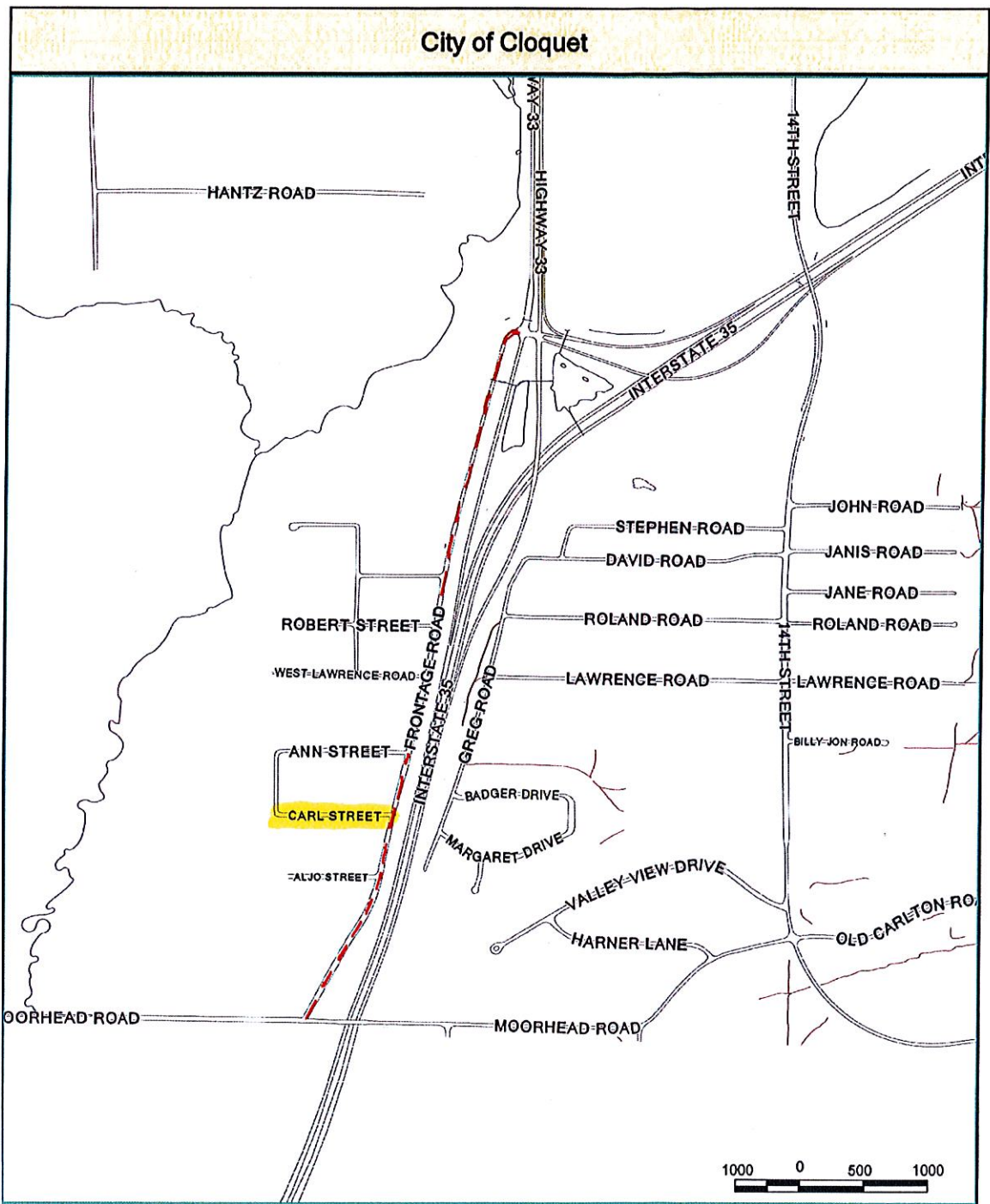
**Advisory Committee/Commission Action**

N/A

**Attachments**

- Map of project area
- Petition





Petition To Overlay Carl Street West of I-35 Frontage Road



August 2015

# PETITION

To the Mayor and City Council  
Cloquet, Minnesota 55720

Date Submitted: 8-15-15

We, the undersigned, owners of property abutting Carl Street from the I-35 frontage road, west to Walter Avenue, hereby petition the City of Cloquet to consider a bitumious overlay of our street, pursuant to Minnesot Statues, Chapter 429.

It is our understanding, that prior to final approval, a feasibility study on this proposed project would be completed and all affected property owners would be advised as to those costs which will be assessed back to them, as a result.

NAME	ADDRESS
<u>Vic GAINES Vic Gaines</u>	
<u>Jim Hedrick</u>	
<u>Dan Hall</u>	
<u>Sarah Palmer</u>	

1469 NEW OWNERS  
1466 IN NURSING HOME