



CITY COUNCIL MEETING AGENDA

April 26, 2023 ~ 4:30 p.m. ~ Frazee Fire Hall

ZOOM LINK

1. Call the Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Open Forum
5. Consent Agenda
 - a. [Meeting Minutes – 04-10-2023](#)
 - b. [Meeting Minutes – 04-18-2023](#)
 - c. [Approval of Claims](#)
6. Staff Reports
 - a. [Event Center](#)
 - b. [Fire Department](#)
 - c. [Liquor Store](#)
 - d. [Police Department](#)
 - e. [Public Works](#)
 - f. [Administration](#)
7. Old Business
 - a. [Hwy 87 Project – Change Order #0011](#)
 - b. [Resolution 0426-23A – 2023 Organizational Resolution](#)
8. New Business
 - a. [Court Data Services Subscriber Agreement to CJDN Subscriber Agreement – Police Department](#)
 - b. [State of Minnesota Joint Powers Agreement – Police Department](#)
 - c. [Gambling Permit – Knights of Columbus #12581](#)
 - d. [Gambling Permit – Frazee Area Community Club](#)
 - e. [CBD Moratorium](#)
9. Adjournment

Consent Agenda

MINUTES – APRIL 10, 2023

1. Public Hearing called to order at 6:01 pm
2. No public comments made
3. Public Hearing Closed at 6:02 pm
4. Call the Meeting to Order
 - a. Meeting called to order by Mayor Mark Flemmer at 6:02 pm at the Frazee Fire Hall
5. Roll Call
 - a. Members Present: Mark Flemmer, Andrea Froeber, Mark Kemper, James Rader, Mike Sharp
 - b. Members Absent: None
 - c. Staff: Stephanie Poegel, Scott Luhman
 - d. Contracted Services: Tom Winters – Ramstad/Skoyles/Winters P.A. (ZOOM)
 - e. Guests: None
6. Pledge of Allegiance
7. Open Forum
 - a. No public comments
8. Consent Agenda
 - a. Meeting Minutes
 - b. Mayor's Monthly Update

M/S/CU: Sharp/Rader to approve the consent agenda as presented

9. Old Business
 - a. Ordinance 166 – Granting a Franchise to Midcontinent Communications ("MIDCO"), Its Successors and Assigns, to Construct, Own, Operate and Maintain a Cable System in the City of Frazee, Minnesota: Setting Forth Conditions Accompanying the Grant of a Franchise

M/S/CU: Rader/Froeber to approve Ordinance 166 – Granting a Franchise to Midcontinent Communications ("MIDCO"), Its Successors and Assigns, to Construct, Own, Operate and Maintain a Cable System in the City of Frazee, Minnesota: Setting Forth Conditions Accompanying the Grant of a Franchise as presented

- b. Banners
 - i. 11 have been sold, there are 45 total to sell
 - ii. City will pick up any unsold banners and any additional costs not covered by purchased banners
 - c. FD Grass Rig Accessories

M/S/CU: Froeber/Kemper to approve Code4 invoices 8228 and 8229 for \$4,247.86 and \$3,772.39 respectively.

10. New Business

- a. Goals Discussion
 - i. Goals to include Housing – Affordable AND Market Rate
 - ii. Code Enforcement
- b. Addendum
 - i. Discussion on if addendum should be included in agenda or not.
Consensus to include addendum with understanding that items may be tabled to a subsequent meeting for action

11. Addendum

- a. Review of Claims

M/S/CU: Rader/Froeber to approve claims as presented

12. Adjournment

M/S/CU: Sharp/Froeber to adjourn at 6:50 pm

Consent Agenda

MINUTES – APRIL 18, 2023

1. Call the Meeting to Order

- a. Meeting called to order at 3:30 pm by Mayor Mark Flemmer at the Frazee Fire Hall

2. Roll Call

- a. Members Present: Mark Flemmer, Andrea Froeber (ZOOM), James Rader, Mike Sharp
- b. Members Absent: Mark Kemper
- c. Staff: Stephanie Poegel
- d. Contracted Services: Lisa Will & Jessica Ekholm – Becker County Assessor's Office
- e. Guests: Mark Kemper

3. Pledge of Allegiance

4. Appeal & Equalization - Becker County Assessor

- a. Mark Flemmer requested a change in value from \$307,000 to \$280,000.

M/S/CU: Rader/Froeber to do no change.

- b. Mark Kemper asked for a correction from 4 bedrooms 2 bathrooms to 3 bedrooms 1 bathroom as that is what is actually in his home. Ekholm stated that the number of bedrooms and bathrooms don't affect the value as they are all calculated in square footage not types of rooms.

5. Adjournment

M/S/CU: Sharp/Rader to adjourn at 3:52 pm.

Consent Agenda

APPROVAL OF CLAIMS

Page 1

City of Frazee Council Approval Report for United Community Bank--326318 (Council Approval Report)

4/11/2023 4:05pm

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		197	Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537								
		96890-01	02/07/23	Liquor Off Sale Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$49.81	\$49.81	609-49750-03240	Computer Expenses - Off	\$0.00	(\$149.43)
		96890-01	02/07/23	Liquor On Sale Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$49.81	\$49.81	609-49770-03240	Computer Expenses	\$0.00	(\$149.43)
		96890-01	02/07/23	Event Center Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.82	\$99.62	610-49790-03240	Computer Expenses	\$0.00	(\$298.86)
							\$199.24				
		133	OK Lumber & Hardware, PO Box 385, 203 Main Avenue East, Frazee, MN, 56544								
		049369	03/08/23	Gorilla Glue	04/11/23	\$11.99	\$11.99	609-49770-04010	Repair and Maintenance -	\$0.00	(\$290.64)
		049369	03/08/23	Sweeps (2)	04/11/23	\$29.98	\$29.98	610-49790-04010	Repair and Maintenance -	\$0.00	(\$1,272.74)
							\$41.97				
		159	Steve's Sanitation, inc, 140 6th Avenue NE, Perham, MN, 56573								
		Mar 31, 2023-02	03/31/23	Account #10063	04/10/23	\$100.53	\$100.53	609-49750-03840	Garbage / Recycling Utilit	\$0.00	(\$387.59)
		Mar 31, 2023-02	03/31/23	Account #10063	04/10/23	\$100.53	\$100.53	609-49770-03840	Garbage / Recycling Utilit	\$0.00	(\$301.59)
		Mar 31, 2023-02	03/31/23	Account #10063	04/10/23	\$100.53	\$100.53	610-49790-03840	Garbage / Recycling Utilit	\$0.00	(\$323.59)
							\$301.59				
							\$542.80				
Total Bills To Pay:											

Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
445	Anmark Uniform Services, AUS South Lockbox, P.O. Box 860977, Dallas, TX, 75265-0977	2520179280	04/13/23	Account #161630211	04/26/23	\$47.23	\$47.23	609-49750-02110	Cleaning Supplies - Off	\$0.00	(\$566.11)
		2520179280	04/13/23	Account #161630211	04/26/23	\$47.23	\$47.23	609-49770-02110	Cleaning Supplies - On	\$0.00	(\$620.18)
		2520179286	04/13/23	Account #162631400	04/26/23	\$133.01	\$133.01	610-49790-02110	Cleaning Supplies - EC	\$0.00	(\$863.94)
							\$227.47				
11	Becker County Auditor-Treasurer, 915 Lake Avenue, Detroit Lakes, MN, 56501	Bill #330658 Full A	04/11/23	Bill #330658 PIN 50.7030.00 Full Amount	04/26/23	\$33.00	\$33.00	609-49750-04330	Dues, Subscriptions, Fee	\$0.00	(\$2,186.56)
		Bill #330658 Full A	04/11/23	Liquor Store 2023 Property Tax Statement	04/26/23	\$33.00	\$33.00	609-49770-04330	Dues, Subscriptions, Fee	\$0.00	(\$2,186.54)
		Bill #330110 Full A	04/11/23	Liquor Store 2023 Property Tax Statement	04/26/23	\$66.00	\$66.00	610-49790-04330	Dues, Subscriptions, Fee	\$0.00	(\$206.00)
				Center 2023 Property Tax Statement			\$132.00				
15	Bergsoth Bros, Inc., PO Box 1994, Fargo, ND, 58107	285554	04/13/23		04/26/23	\$3,197.20	\$3,197.20	609-49750-02520	Resale - Beer	\$0.00	(\$62,976.09)
		285553	04/13/23	Event Center	04/26/23	\$361.20	\$361.20	610-49790-02520	Resale - Beer	\$0.00	(\$2,218.58)
17	Beverage Wholesalers, PO Box 1864, Fargo, ND, 58107	288021	04/14/23		04/26/23	\$2,131.65	\$2,131.65	609-49750-02520	Resale - Beer	\$0.00	(\$62,976.09)
		288022	04/14/23	Event Center	04/26/23	\$143.85	\$143.85	610-49790-02520	Resale - Beer	\$0.00	(\$2,218.58)
21	Breakthru Beverage, 489 North Prior avenue, St. Paul, MN, 55104	348612500	04/11/23	Liquor	04/26/23	\$1,606.37	\$1,606.37	609-49750-02510	Resale - Liquor	\$0.00	(\$21,479.35)
		348612500	04/11/23	Wine	04/26/23	\$180.00	\$180.00	609-49750-02530	Resale - Wine	\$0.00	(\$2,898.15)
		348612501	04/11/23	Event Center Liquor	04/26/23	\$639.95	\$639.95	610-49790-02510	Resale - Liquor	\$0.00	(\$3,398.46)
							\$2,275.50				
28	Coca Cola of Fergus Falls, PO Box 806, St. Cloud, MN, 56302	3135489	04/12/23		04/26/23	\$155.70	\$155.70	609-49750-02540	Resale - Soft drinks	\$0.00	(\$645.80)
		3135490	04/12/23	Event Center	04/26/23	\$286.00	\$286.00	610-49790-02540	Resale - Soft drinks	\$0.00	(\$330.82)
							\$441.70				
47	DS Beverages, 201 17th Street North, Moorhead, MN, 56560	687422	04/13/23		04/26/23	\$1,784.85	\$1,784.85	609-49750-02520	Resale - Beer	\$0.00	(\$62,976.09)
		687421	04/13/23	Event Center	04/26/23	\$321.10	\$321.10	610-49790-02520	Resale - Beer	\$0.00	(\$2,218.58)
							\$2,105.95				
62	Frazee Family Foods, PO Box 356, Frazee, MN, 56544	21522	04/11/23	Dawn, Swiffer, Pinesol	04/26/23	\$42.08	\$42.08	609-49770-02110	Cleaning Supplies - On	\$0.00	(\$620.18)
		21522	04/11/23	Limes, Forks, Plates	04/26/23	\$16.47	\$16.47	609-49770-02130	Operating Supplies - Food	\$0.00	(\$921.18)

Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor		Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
InvoiceNumber	Date								
128	Giovanni's Frozen Pizza, 712 Thiesse Drive, Brainerd, MN, 56401				\$58.55				
0304192302	04/19/23		04/26/23	\$119.65	\$119.65	609-49770-02600	Resale - Pizza	\$0.00	(\$1,265.75)
85	Illinois Casualty Company, PO Box 4208, Rock Island, IL, 61204-4208				\$119.65				
04/11/2023	04/11/23	Policy #LL94878 Account #125459	04/26/23	\$161.86	\$161.86	609-49750-03640	Insurance: Dram Shop	\$0.00	(\$647.44)
04/11/2023	04/11/23	Policy #LL94878 Account #125459	04/26/23	\$161.86	\$161.86	609-49770-03640	Insurance: Dram Shop	\$0.00	(\$647.44)
04/11/2023	04/11/23	Policy #LL94878 Account #125459	04/26/23	\$161.87	\$161.87	610-49790-03640	Insurance: Dram Shop	\$0.00	(\$647.45)
86	Innovative Office solutions, LLC, Lockbox #131434, PO Box 1414, Minneapolis, MN, 55480-1414				\$485.59				
IN4166007	04/18/23	Thermal PPR 10PK (2)	04/26/23	\$28.02	\$28.02	609-49750-02100	Operating Supplies - Off	\$0.00	(\$336.68)
IN4166007	04/18/23	Thermal PPR 10PK (2)	04/26/23	\$28.02	\$28.02	609-49770-02100	Operating Supplies - On	\$0.00	(\$954.53)
88	Johnson Brother's St. Paul, PO Box 16328, St. Paul, MN, 55116-0328				\$56.04				
2274293	04/11/23	Liquor	04/26/23	\$1,601.39	\$1,601.39	609-49750-02510	Resale - Liquor	\$0.00	(\$21,479.35)
2274293	04/11/23	Wine	04/26/23	\$837.88	\$837.88	609-49750-02530	Resale - Wine	\$0.00	(\$2,898.15)
206	Jolene Tappe, 34590 Borah Rd, Detroit Lakes, MN, 56501				\$2,439.27				
Jan. - April 2023	04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00	610-49790-03210	Telephone Expenses	\$0.00	(\$200.00)
197	Lakes County Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537				\$200.00				
97173-01	04/06/23	Liquor Off Sale Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$49.81	\$49.81	609-49750-03240	Computer Expenses - Off	\$0.00	(\$198.24)
97173-01	04/06/23	Liquor On Sale Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$49.81	\$49.81	609-49770-03240	Computer Expenses	\$0.00	(\$198.24)
97173-01	04/06/23	Event Center Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.62	\$99.62	610-49790-03240	Computer Expenses	\$0.00	(\$398.48)
142	Phillips - St. Paul, PO Box 16328, St. Paul, MN, 55116-0328				\$198.24				
6572720	04/11/23	Liquor	04/26/23	\$1,606.31	\$1,606.31	609-49750-02510	Resale - Liquor	\$0.00	(\$21,479.35)
6572720	04/11/23	Wine	04/26/23	\$156.90	\$156.90	609-49750-02530	Resale - Wine	\$0.00	(\$2,898.15)
214	Syco, North Dakota, PO Box 10128, Fargo, ND, 58106				\$1,763.21				
285391084 7	04/18/23		04/26/23	\$408.82	\$408.82	609-49770-02130	Operating Supplies - Food	\$0.00	(\$921.18)
285391084 7	04/18/23		04/26/23	\$390.44	\$390.44	609-49770-02590	Resale - Food	\$0.00	(\$2,260.38)
					\$799.26				

City of Frazee
Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		488	Tanya Mastin, 512 Balsam Ave, Lot #3, Frazee, MN, 56544								
		Jan. - April 2023	04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$100.00	\$100.00	609-49750-03210	Telephone Expenses - Of	\$0.00	(\$444.44)
		Jan. - April 2023	04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$100.00	\$100.00	609-49770-03210	Telephone Expenses	\$0.00	(\$444.42)
							\$200.00				
							\$17,488.15				
							Total Bills To Pay:				

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor											
Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance		
29	Code 4 Services, Inc., 37882 County Highway 3, Pelican Rapids, MN, 56572										
8228	03/01/23	2023 F-350 w/Headache Rack Sale of Emergency Lighting, Siren, Radio Systems	04/11/23	\$4,247.86	\$4,247.86	100-42200-05000	Capital Outlay - Fire	\$0.00	(\$29,076.25)		
8229	03/31/23	2023 F-350 w/Utility Box Sale of Emergency Lighting, Sirens, Radio Systems	04/11/23	\$3,772.39	\$3,772.39	100-42200-05000	Capital Outlay - Fire	\$0.00	(\$29,076.25)		
					\$8,020.25						
					\$8,020.25						
Total Bills To Pay:											

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
2	All in All, PO Box 277, Frazee, MN, 56544	04/03/2023	04/03/23	Police Operating Supplies Walli Chang, TVPac	04/11/23	\$35.41	\$35.41	100-42100-02100	Operating Supplies - Poli	\$0.00	(\$2,744.41)
		04/03/2023	04/03/23	Account #1023	04/11/23	\$979.85	\$979.85	100-42100-02120	Motor Fuels - Police	\$0.00	(\$3,623.10)
		04/03/2023	04/03/23	Police Vehicle Maintenance Car Washes	04/11/23	\$26.00	\$26.00	100-42100-04080	Repair and Maintenance -	\$0.00	(\$802.65)
		04/03/2023	04/03/23	Street Motor Fuels	04/11/23	\$686.76	\$686.76	100-43100-02120	Motor Fuels - Street	\$0.00	(\$2,094.71)
		04/03/2023	04/03/23	Snow Removal Motor Fuels	04/11/23	\$1,896.59	\$1,896.59	100-43125-02120	Motor Fuels	\$0.00	(\$7,760.01)
		04/03/2023	04/03/23	Parks Motor Fuels	04/11/23	\$75.53	\$75.53	100-45200-02120	Motor Fuels - Parks	\$0.00	(\$318.55)
22	Elan Financial Services, PO Box 790408, St. Louis, MO, 63179										
		4/04/2023	April 202	Admin 03/30 USPS PO Banner Mailed to Vendor	04/11/23	\$7.99	\$7.99	100-41400-03220	Postage Expenses - Adm	\$0.00	(\$493.75)
		4/04/2023	April 202	Admin 03/28 Zoom.US Mar 28, 2023-Apr 27, 2023	04/11/23	\$42.95	\$42.95	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,708.80)
		4/04/2023	April 202	Admin 03/14 Zoom.US Feb. 28, 2023-Mar 27, 2023	04/11/23	\$42.95	\$42.95	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,708.80)
		4/04/2023	April 202	Admin 03/24 Best Western St. Cloud Clerk Training	04/11/23	\$491.04	\$491.04	100-41400-03310	Travel, Training Expense	\$0.00	(\$1,118.67)
		4/04/2023	April 202	Admin 03/30 ILMC Clerk Membership	04/11/23	\$185.00	\$185.00	100-41400-04330	Dues, Subscriptions, Fee	\$0.00	(\$481.07)
197	Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537	4/04/2023	April 202	Police 03/15 Target.com 55" Smart Roku TV	04/11/23	\$322.11	\$322.11	100-42100-02050	Office Supplies - Police	\$0.00	(\$771.06)
		4/04/2023	April 202	Police 03/20 Paypal *Creative 3,000 S-4 Badge Stickers	04/11/23	\$448.95	\$448.95	100-42100-02050	Office Supplies - Police	\$0.00	(\$771.06)
		4/04/2023	April 202	Police 03/05 VM Supercenter #2957 External Harddrive	04/11/23	\$53.91	\$53.91	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,118.33)
		4/04/2023	April 202	Street 03/27 AMZN Mktg US*H71V28BT2	04/11/23	\$37.47	\$37.47	100-43100-04050	Repair and Maintenance -	\$0.00	(\$475.75)
96890	Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537	02/07/23	02/07/23	Council Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.62	\$99.62	100-41110-03240	Computer Expenses	\$0.00	(\$981.34)
		02/16/23	02/16/23	Council Quote 22051: Lenovo IdeaPad3	04/10/23	\$647.11	\$647.11	100-41110-03240	Computer Expenses	\$0.00	(\$981.34)
		02/16/23	02/16/23	Council Mileage (Matt)	04/10/23	\$35.37	\$35.37	100-41110-03240	Computer Expenses	\$0.00	(\$981.34)
		02/07/23	02/07/23	Admin Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.67	\$99.67	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,708.80)
		02/07/23	02/07/23	Police Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.62	\$99.62	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,118.33)
		02/16/23	02/16/23	Police Mileage (Matt)	04/10/23	\$35.37	\$35.37	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,118.33)
		02/16/23	02/16/23	Police Quote 22043: Lenovo TC, DVD Drive, Adaptor, Labor	04/10/23	\$685.77	\$685.77	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,118.33)
		02/07/23	02/07/23	Fire Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.62	\$99.62	100-42200-03240	Computer Expenses - Fir	\$0.00	(\$755.20)
		02/07/23	02/07/23	Street Technology Services for February 1, 2023 - February 28, 2023	04/10/23	\$99.62	\$99.62	100-43100-03240	Computer Expenses Stre	\$0.00	(\$298.86)
							\$1,901.77				

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
180	Alex Air Apparatus, Inc.	INV-47699	04/14/23	Frazee Fire Dept. Foam Cartridge & Shipping Handling	04/26/23	\$292.00		100-42200-02100	Operating Supplies - Fire	\$0.00	(\$1,666.78)
							\$292.00				
578	American Engineering Testing, Inc., P.O. Box 860678, Minneapolis, MN, 55486	INV-123377	04/17/23	Account #CUS-040554 P-0018873 - Frazee 2023 Street and Utility Improvements	04/26/23	\$5,000.00		403-43100-03110	Contracts / Professional	\$0.00	(\$5,000.00)
							\$5,000.00				
11	BeckerCounty Auditor-Treasurer, 915 Lake Avenue, Detroit Lakes, MN, 56501	Bill #321755 Full A	04/11/23	Bill #321755 PIN 50.0412.000 Full Amount Sep 2023 Property Tax Statement	04/26/23	\$810.00		651-49800-04330	Dues, Subscriptions, Fee	\$0.00	(\$3,924.58)
							\$810.00				
Bill #321768 Full A	04/11/23	Bill #321768 PIN 50.0413.000 Full Amount Sanders Building 2023 Property Tax Statement	04/26/23	Bill #327031 PIN 50.0462.526 Full Amt Deeded Property (J-K Frederick Red Willow) 2023 Property Tax Statement	04/26/23	\$228.00		651-49800-04330	Dues, Subscriptions, Fee	\$0.00	(\$3,924.58)
							\$228.00				
Bill #327031 Full A	04/11/23	Bill #327031 PIN 50.0462.526 Full Amt Deeded Property (J-K Frederick Red Willow) 2023 Property Tax Statement	04/26/23	Bill #327031 PIN 50.0462.526 Full Amt Deeded Property (J-K Frederick Red Willow) 2023 Property Tax Statement	04/26/23	\$2,438.00		651-49800-04330	Dues, Subscriptions, Fee	\$0.00	(\$3,924.58)
							\$2,438.00				
Bill #322306 Full A	04/11/23	Bill #322306 PIN 50.0404.000 Full Amount Business Center 2023 Property Tax Statement	04/26/23	Bill #322306 PIN 50.0404.000 Full Amount Business Center 2023 Property Tax Statement	04/26/23	\$2,510.00		654-49820-04330	Dues, Subscriptions, Fee	\$0.00	(\$2,510.00)
							\$2,510.00				
522	Blue Fire Training LLC, P.O. Box 189, Menfield,, MN, 56465	92496	03/22/23	3/22/2023 Fire Extinguisher Lab	04/26/23	\$515.69		100-42200-03310	Travel, Training Expense	\$0.00	(\$2,919.42)
							\$515.69				
547	Bret Anderson, 52501 140th St., Menahga, MN, Jan. - April 2023	04/26/23	04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00		100-42100-03210	Telephone Expenses - Po	\$0.00	(\$1,857.25)
							\$200.00				
365	Butler Machinery Company, P.O. Box 9559, Fargo, ND, 58106	55821	04/11/23	Control # M026604 - Monthly Tractor/Mower payment	04/26/23	\$577.05		100-43100-05000	Capital Outlay - Streets	\$0.00	(\$2,308.20)
							\$577.05				
55821	04/11/23	Control # M026604 - Monthly Tractor/Mower payment	04/26/23		04/26/23	\$577.05		602-49470-05000	Capital Outlay	\$0.00	(\$2,308.20)
							\$577.05				
27	CNA SuretyDirect Bill, PO Box 957312, St. Louis, MO, 63195	68612196-2023	04/12/23	Western Surety Company Term Dates: 6/7/2023 to 6/7/2024 Desc.: MN Utility Permit 1997 Right of Way Bond Railroad thru Becker County State Required	04/26/23	\$100.00		100-43100-04330	Dues, Subscriptions, Fee	\$0.00	(\$166.20)
							\$100.00				
61	Frazee Electric, Inc., PO Box 278, Frazee, MN, 56544										

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		Invoice Number		Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		12687		04/10/23	Fire Hall Change from 32W Fluorescent to 14W LED Lamps	04/26/23	\$3,274.00	\$3,274.00	100-42200-04010	Repair and Maintenance -	\$0.00	(\$10,713.00)
		\$3,274.00										
71		Grand Forks Fire Equipment LLC, 921 North 3rd Street, Grand Forks, ND, 58203										
37463				04/03/23	Chemguard Direct Attack Class A Foam, 5 gal	04/26/23	\$624.78	\$624.78	100-42200-02100	Operating Supplies - Fire	\$0.00	(\$1,666.78)
		\$624.78										
75		Hawkins, Inc., PO Box 860263, Minneapolis, MN, 55486-0263										
6450469				04/18/23	Azone 15, Fuel Surcharge Freight, Freight Charge	04/26/23	\$462.10	\$462.10	601-49450-02100	Operating Supplies - Viat	\$0.00	(\$3,645.97)
		\$462.10										
86		Innovative Office solutions, LLC, Lockbox #131434, PO Box 1414, Minneapolis, MN, 55480-1414										
IN4166165				04/18/23	Rubber bands, Folder Fasteners, Calculator Tape, Paper (6)	04/26/23	\$205.39	\$205.39	100-41400-02050	Office Supplies - Adminis	\$0.00	(\$730.19)
IN4166165				04/18/23	Clorox Wipes	04/26/23	\$17.20	\$17.20	100-41400-02110	Cleaning Supplies - Admi	\$0.00	(\$17.20)
		\$222.59										
408		Kevin Renollet, 32530 City Road 134, Frazee, MN, 56544										
Jan. - April 2023				04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00	100-43100-03210	Telephone Expenses - St	\$0.00	(\$200.00)
		\$200.00										
197		Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537										
97173				04/06/23	Council Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.62	\$99.62	100-41110-03240	Computer Expenses	\$0.00	(\$1,080.96)
97173				04/06/23	Admin Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.67	\$99.67	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,806.47)
97173				04/06/23	Police Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.62	\$99.62	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,439.35)
97269				04/13/23	New Computer Install for PD on 3/2/2023 & Mileage on 3/2/23	04/26/23	\$221.40	\$221.40	100-42100-03240	Computer Expenses - Pol	\$0.00	(\$2,439.35)
97173				04/06/23	Fire Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.62	\$99.62	100-42200-03240	Computer Expenses - Fir	\$0.00	(\$854.82)
97173				04/06/23	Street Technology Services for April 1, 2023 - April 30, 2023	04/26/23	\$99.62	\$99.62	100-43100-03240	Computer Expenses Stre	\$0.00	(\$398.48)
		\$719.55										
198		Med Compass, LLC, 7941 Wayzata Boulevard, Suite 214, Minneapolis, MN, 55426										
43154				04/05/23	Frazee Fire Dept. (19) SCBA User Medical Exam, (18) Quantitative Fit Test-FD, (1) Processing Fee MOBILE HEALTH SERVICES LL, dba MED COMPASS	04/26/23	\$2,075.00	\$2,075.00	100-42200-03110	Contracts / Professional	\$0.00	(\$4,047.06)
		\$2,075.00										
392		Nancy Kiehl, 10780 Eagle Lake Road, Frazee, MN, 56544										
		\$2,075.00										

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		Invoice Number		Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		Jan. - April 2023		04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00	100-41400-03210	Telephone Expenses - Ad	\$0.00	(\$1,809.99)
		467		Neal Hanley, 19564 Co. Hwy 29, Detroit Lakes, MN, 56501				\$200.00				
		3/25 & 3/26/2023		03/26/23	Reimbursement for Mileage for Attending Moorhead Fire School 3/25/23 & 3/26/23	04/26/23	\$75.32	\$75.32	100-42200-03310	Travel, Training Expense	\$0.00	(\$2,919.42)
								\$75.32				
		141		Perham Steel & Welding, 644 West Main Avenue, Perham, MN, 56573				\$210.50	421-49800-04010	Repair and Maintenance -	\$0.00	(\$320.50)
		23-Mar-16		03/16/23	Tubing for Railing on Steps	04/26/23	\$210.50	\$210.50				
								\$210.50				
		153		RMB Environmental Laboratories, Inc., Accounts Receivable, 22796 County Highway 6, Detroit Lakes, MN, 56501				\$46.83	601-49450-04070	Water Testing	\$0.00	(\$453.12)
		D043003		04/06/23	Project Name: 99 Data Management Fee, MDH_TC_9223B_P/A(DL)	04/26/23	\$46.83	\$46.83				
								\$46.83				
		272		Sanitation Products, Inc, P.O. Box 166, Fargo, ND, 58107-0166				\$96.35	226-43150-04050	Repair and Maintenance -	\$0.00	(\$964.06)
		85256		04/13/23	Nozzle F50 (10) & Shipping	04/26/23	\$96.35	\$96.35				
								\$96.35				
		513		Scott Luhman, 1520 Gary Ave, Detroit Lakes, MN, 56501				\$200.00	100-42100-03210	Telephone Expenses - Po	\$0.00	(\$1,857.25)
		Jan. - April 2023		04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00				
								\$200.00				
		558		Stephanie Poege, 2004 2nd St., P.O. Box 373, Lake Park, MN, 56554				\$200.00	100-41400-03210	Telephone Expenses - Ad	\$0.00	(\$1,809.99)
		Jan. - April 2023		04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00				
								\$200.00				
		163		Team Lab, LLC, PO Box 1467, Detroit Lakes, MN, 56502				\$750.00	100-43100-04040	Street Improvements	\$0.00	(\$945.00)
		INV0034962		04/14/23	Fine Road Patch (50 @ \$15.00 each)	04/26/23	\$750.00	\$750.00				
								\$750.00				
		559		Travis Gray, 948 Red Willow Drive, Frazee, MN, 56544				\$737.48	100-42200-03310	Travel, Training Expense	\$0.00	(\$2,919.42)
		3/25 & 3/26/2023		03/26/23	Reimbursement for Mileage and Hotel Stay for 4 Firemen (3 Rooms at Microtel Moorhead) to attend Moorhead Fire School 3/25/23 & 3/26/23	04/26/23	\$737.48	\$737.48				
								\$737.48				
		166		Tyler Tieglauff, 33900 120th Street, Frazee, MN,				\$200.00	100-42100-03210	Telephone Expenses - Po	\$0.00	(\$1,857.25)
		Jan. - April 2023		04/26/23	Phone Reimbursement for January, February, March, April 2023	04/26/23	\$200.00	\$200.00				
								\$200.00				

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance

Total Bills To Pay:

\$23,542.29

Staff Reports

EVENT CENTER

Staff Reports

FIRE DEPARTMENT

Staff Reports

LIQUOR STORE

Staff Reports

POLICE DEPARTMENT

Staff Reports

PUBLIC WORKS

Staff Reports

ADMINISTRATION

1. **Banyon Goals**
 - a. Utility Billing – by January 1, 2024 – We’ve discovered that if we move utility billing from the current system to the new system too soon we will have issues with getting all of the financial information into the old system. After discussion with Nancy, it was determined that we will migrate this system when we switch the fund accounting system.
 - b. Fund Accounting – By January 1, 2024
2. **Bylaw Changes**
 - a. We thought we had the City bylaws, but they are the EDA bylaws. We will continue to look for the City’s bylaws and update you when they are found. If anyone has any thoughts on where they could be, or the last time they were updated it would be welcome information.
3. **National Clerk’s Conference**
 - a. The national conference is May 15-17. I will be out of the office for those days. Thank you for the opportunity to attend this conference.
4. **Museum Donation**
 - a. In 2015 the City committed to donating \$25,000 to the Becker County Historical Society for their new facility. An initial \$5,000 donation was made in 2015. For 2016, \$10,000 was budgeted and donated. For 2017, \$10,000 was budgeted but never paid out. As these funds were budgeted, they were included in the tax dollars that were collected for this purpose. It is the recommendation of the Personnel & Finance Committee that these funds be paid to the Becker County Historical Society to complete our initial commitment as they were collected and have been sitting in our account since 2017.

Report Printed Date: 2/28/2023

Minnesota Department Of Transportation

Contract: 220017
Prime Contractor: Gladden Construction, Inc., 0000203091
CO Type: COLevel2
State Proj. No.: 0305-30
Fed. Proj. No.: 0322028
District: 4 Detroit Lakes
Change Order No.: 0011
Net Change Order Amount: \$6,432.00
Awarded Contract Amount: \$6,310,763.42
Resident Engineer: Jesse Miller
Admin Office: 4A-Detroit Lakes
County: C003 BECKER
Spec Book Year: 20
Funding Source: SLFO
Route: TH 87 from 62' West of CSAH 29 to 1236' East of CSAH 29

Reason: 1402.1 Alteration of Work by Local Government
Location: LOCATED ON T.H. 87 FROM 62' WEST OF TO 1236" EAST OF CSAH 29.
Description: Change of in Design for Vehicular Gate & Stair Railing
Explanation:
Issue City of Frazee requested the Vehicular Double Swing Gate at the RR track crossing match the ornamental fence design in lieu of chain link style gate.
Resolution In addition, the City requested the pipe railing at the residence have black powder coating for the aesthetics view through town.
Entitlement Contractor was able to make modifications to the vehicular double gate to match the ornamental fence, in addition to having the pipe railings black powder coated.
Impact In respect to Spec. 1402.1 Alteration of Work by Local Government
Cost The associated changes had no impact to the project schedule.
Payment Local Government Agency - City of Frazee.
Payment Payment based on negotiated cost between the City of Frazee and the Contractor. Payment made includes all associated fees and markup.

Increases/Decreases

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
Total:										\$0.00

New Items

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Funding	Quantity	Unit	Unit Price	Dollar Amount
Vehicular Gate & Residence Stair Railing Design Change - CHANGE ORDER LUMP SUM	1402601/00010	Neg	2930	1335	124420	0004 - CITY OF FRAZEE FUNDS SEE AGREEMENT #1047246.	0004 - CITY OF FRAZEE FUNDS	1.000	LS	\$6,432.00	\$6,432.00
Total:										\$6,432.00	

Contract: 220017

Change Order No.: 0011

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Minnesota Department Of Transportation

Report Printed Date: 2/28/2023

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New
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Project/Category Summary

Project Description	Project	Category	Category Description	Dollar Amount
GRADING, BITUMINOUS MILL, OVERLAY, & SURFACING, ADA IMPROVEMENTS, PEDESTRIAN CROSSWALK FLASHERS, LIGHTING, RETAINING WALLS, AND BRIDGE #03006.	124420	0004	CITY OF FRAZEE FUNDS SEE AGREEMENT #1047246.	\$6,432.00
Net Change Order Amount:				\$6,432.00

Contract: 220017

Change Order No.: 0011

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Minnesota Department Of Transportation

Signature & Date	
Project Engineer/Project Supervisor	Aundie Curtiss Digitally signed by Aundie Curtiss DN: cn=Aundie Curtiss Date: 2023.03.01 11:14:12-06'00'
Contractor	
Commissioner of Transportation Pursuant to Delegation	
Commissioner of Administration Pursuant to Delegation	
Consultant Contract Administrator (recommendation for Approval only)	
Local Agency (if funded wholly or in part by Local Agency)	

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

New Business

RESOLUTION NO. 0426-23A – 2023 ORGANIZATION RESOLUTION

WHEREAS, the Rules for the Organization and Procedure of the City Council of Frazee, as well as Minnesota Statute Chapter 412 and 427, require certain action by the City Council at the annual organizational council meeting in January;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Frazee, County of Becker, Minnesota, that it hereby approves the following designations for the year 2023:

Meetings: Regular meetings of the Frazee City Council shall be held on the Second Monday of every month at 6:00 p.m., and the Fourth Wednesday of every month at 4:30 p.m. All meetings, including special and adjourned meetings; except the Fourth Wednesday meeting, shall be held at the meeting room in the Fire Hall, unless the City Council decides otherwise at a prior meeting. **The Fourth Wednesday meeting shall be held at the Event Center.**

Rules and Procedure: The official “Rules for the Organization and Procedure for the City Council” are hereby approved and attached to this resolution.

Official Newspaper: The official newspaper for the City of Frazee shall be the **Frazee-Vergas Forum**, whose main publication is located in Frazee, Minnesota.

Official City Depositories of City Funds: The following financial institutions shall be designated as the official city depositories: **United Community Bank** and the **4M Fund**.

Vice Mayor: In the absence of the Mayor, the Vice Mayor for the Frazee City Council shall be Mike Sharp.

Council Committees 2023: Council Members shall serve as representatives to these specific departments/committees:

Liquor Store Committee: **Mark Flemmer, Mark Kemper and Doug Anselmin**

Parks & Recreation: **Mike Sharp and Andrea Froeber**

Personnel & Finance Committee - **Mike Sharp and Mark Flemmer**

Public Safety Committee: **Mark Flemmer and Mark Kemper**

Employee Safety Committee: **Mark Flemmer and Mike Sharp**

Planning & Zoning: **Mike Sharp and Andrea Froeber**

Economic Development Authority: **Mark Flemmer and James Rader**

Council Member Liaisons: Council Members shall serve as liaisons to these specific groups/organizations:

Frazee Area Action Fund: **James Rader**

Frazee-Burlington-Silver Leaf Joint Powers Board: **James Rader and Larry Stephenson**

Lakeside Cemetery Liaison: **James Rader**

Lakes Area Regional Library:

Frazee School District: **James Rader**

Planning Commission: The Frazee City staff appointed by the City Council to the Planning Commission shall be **Andrea Froeber and Mike Sharp**. Other Planning Commission members with an annual appointment date of 01/09/2023 are:

Eric Anderson

Brad Solberg

Tyler Trieglaff

Economic Development Authority Members: The Frazee City Council members appointed by the City Council to the Economic Development Authority shall be **Mark Flemmer** and **James Rader**. Other Economic Development Authority members are:

Ted Anderson *Term Expires 1/1/2024* Ashley Renollet *Term Expires 1/1/2024*

Jon Olson *Term Expires 1/1/2025* Heath Peterson *Term Expires 1/1/2025*

Hank Ludtke *Term Expires 1/1/2025*

EDA - CEDA Contracted Representative – Don Lorsung

EDA – MHP Advisor – Jill Hendricksen

Legal Advisors: The firm of **Ramstad, Skoyles, & Winters P.A.** shall be retained as the law firm responsible for legal services and advice, with Tom Winters as the primary City Attorney and Karen Skoyles as the primary prosecuting attorney.

Audit Services: The Frazee City Council hereby retains **Hoffman, Phillipp, & Knutson** as the firm to audit the financial records of the City of Frazee.

Engineering Services: The Frazee City Council hereby retains **Ulteig Engineering** as the engineering firm responsible for civil engineering services and advice, with Kris Carlson as the primary contact.

Assessing Services: The Frazee City Council hereby appoints **Becker County Assessor Lisa Will** as the responsible agent for property assessing for tax valuation purposes for the City of Frazee.

Building Official: The Frazee City Council hereby appoints **Jon Stewart** as the responsible agent for building inspections/rental inspections and code compliance for the City of Frazee.

Zoning Administrator: The Frazee City Council hereby appoints **City Administrator** as the Zoning Administrator for the City of Frazee.

Assistant Weed Inspector: The Frazee City Council hereby appoints **Public Works Superintendent Larry Stephenson** as the Assistant Weed Inspector (the mayor is the city weed inspector).

Adopted this 26th of April, 2023 by the City Council of Frazee.

Vote	Yes	No
Mark Flemmer	_____	_____
Mike Sharp	_____	_____
Andrea Flemmer	_____	_____
James Rader	_____	_____
Mark Kemper	_____	_____

Mark Flemmer, Mayor

Stephanie Poegel, Administrator/Clerk/Treasurer

New Business

COURT DATA SERVICES SCRIVER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT – CITY POLICE DEPARTMENT

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 Frazee 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 223951, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. “Subscriber” shall mean the Agency.

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

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

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

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

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

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(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: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Frazee on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in 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 political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit 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 political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit 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 Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit 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 Governmental Unit use the Governmental Unit'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 Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit 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 the Governmental Unit's computer exchange 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, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit 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 Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 **Governmental Unit 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. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit 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 **Governmental Unit Resources.** To assist Governmental Unit 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://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 **Access Granted.**
 - A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 **Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit 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. Governmental Unit 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. Governmental Unit 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 Governmental Unit 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 the Governmental Unit 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 Governmental Unit conducted a

particular transaction.

If Governmental Unit 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 Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. 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 Governmental Unit if the Governmental Unit 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 the Governmental Unit 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 Governmental Unit'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 Governmental Unit 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 Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total cost of Six Hundred Dollars (\$600.00).

The Governmental Unit 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 Governmental Unit 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 the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007

Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Chief Tyler Trieglaff
Address: 222 Main Avenue
PO Box 387
Frazee, MN 56544
Telephone: 218.334.4993
Email Address: tyler.trieglaff@frazeecity.com

5 Assignment, Amendments, Waiver, and Agreement 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 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. 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 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit'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 Governmental Unit'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 the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit 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 Governmental Unit.** The Governmental Unit 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 Governmental Unit 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 Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit 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 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 Governmental Unit 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 Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit 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 Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit 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 Governmental Unit 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, Governmental Unit 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. Governmental Unit 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 Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit 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 Governmental Unit'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 Governmental Unit. 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 Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

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

9.3.2 Governmental Unit further agrees that if Governmental Unit 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 Governmental Unit 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 Governmental Unit 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: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

1. GOVERNMENTAL UNIT

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
As delegated to the Office of State Procurement

By: _____

Date: _____

New Business

GAMBLING PERMIT – KNIGHTS OF COLUMBUS #12581

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/22
Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus #12581 Previous Gambling Permit Number: X- 32122
Minnesota Tax ID Number, if any: 20065 Federal Employer ID Number (FEIN), if any: 91-2103482
Mailing Address: 202 W. Maple Ave
City: Frazee State: MN Zip: 56544 County: Becker
Name of Chief Executive Officer (CEO): Cecil J Hensel, Jr.
CEO Daytime Phone: (218)334-2016 CEO Email: chensel212@aol.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): _____

Physical Address (do not use P.O. box): _____

Check one:

☒ City: Frazee Zip: 56544 County: Becker
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): December 3, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

New Business

GAMBLING PERMIT – FRAZEE AREA COMMUNITY CLUB

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/22

Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Frazee Area Community Club

Previous Gambling Permit Number: X-04853-17-10

Minnesota Tax ID

Number, if any: _____

Federal Employer ID

Number (FEIN), if any: 20-44881014

Mailing Address: P.O. Box 276

City: Frazee State: MN Zip: 56544 County: Becker

Name of Chief Executive Officer (CEO): Brikker Ware

CEO Daytime Phone: 218.849.8387

CEO Email: brikkerware@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): BackYard Station

Physical Address (do not use P.O. box): 113 West Ash Ave

Check one:

☒ City: Frazee

Zip: 56544

County: Becker

☐ Township: _____

Zip: _____

County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 8-10-2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

New Business

CBD MORATORIUM

Planning & Zoning is recommending that the Council impose a 1 year moratorium on CBD sales in the City of Frazee to allow for time to research and prepare for this potential type of business. There is a lot of information and frequently asked questions on the [League's website](#). Please review this information.