

**CITY OF GILBERT
CITY COUNCIL MEETING
Tuesday, January 24, 2017**

6:30 P.M. REGULAR CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **ROLL CALL**
 - A. Determination of Quorum
 - B. Pledge of Allegiance
 - C. Approve Agenda
3. **APPROVE CITY COUNCIL MINUTES**
 - A. December 5, 2016
 1. Public Hearing
 2. Special City Council Meeting
 - B. December 13, 2016
 - C. January 10, 2017
4. **PUBLIC INPUT**
5. **REPORTS - STAFF**
 - A. Chief of Police
 - B. Public Works Operations Director
 - C. Library Director
6. **REPORTS - MAYOR, COUNCIL, BOARDS & COMMISSIONS**
 - A. City Councilors
 - B. City Attorney
 - C. City Engineer
7. **OLD BUSINESS**
 - A. Emergency Operation Plan Update
 - B. Update Nuisance Ordinance
8. **NEW BUSINESS**
 - A. MBR Equipment Preselection for WWTP Improvements
 - B. Resolution 2017-2 Accept Donation from MN Energy
 - C. Resolution 2017-3 Accept Donation of Cash
 - D. Resolution 2017-4 Accept Donation from Gilbert Fire Relief Assoc
 - E. Request to Purchase Fire Turnout Gear
 - F. Resolution 2017-05 Approve Jt. Powers w/BCA & CJDN
 - G. Membership in the Iron Range Economic Alliance
 - H. Appoint a Local Weed Inspector
 - I. Iron Range Youth in Action Request for Conference Support
 - J. Request for City Council Liaison to Safety Committee
 - K. LMC Newly Elected Officials Training
9. **APPROVE PAYMENT OF BILLS AND PAYROLL**
10. **ACKNOWLEDGE**
 - A. Financial Statements for Gilbert HRA Year Ended June 30, 2016
 - B. Safety Committee Meeting Notes January 18, 2017
11. **ADJOURN**

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**CITY OF GILBERT
MINUTES OF PUBLIC HEARING MEETING
MONDAY, DECEMBER 5, 2016
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:30 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko & Liimatta.

Absent: Councilor Bol (w/Notice)

Staff Present: Clerk/Treasurer Sakrison

The purpose of this Public Hearing is to take input from the public regarding the budget and the amount of property taxes being proposed to collect to pay for the cost of services the City of Gilbert will provide in 2017.

Mayor Kutsi asked if there were any members of the public present that would like to speak. No one answered.

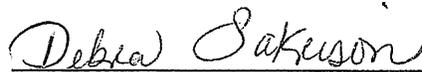
City Clerk Sakrison stated that the budget was arrived at using input from the Department Heads and herself, and where things are going based on employment contracts and health insurance. Councilor Pontinen asked if it was complete. Sakrison stated that it is complete for the net tax capacity levy, which is for the departments that are supported by taxes. The utilities are not included as they are not supported by taxes.

Mayor Kutsi asked if there were any members of the public present that would like to speak. No one answered.

Councilor Pontinen asked several questions about line items within the budget. City Clerk Sakrison answered them.

Mayor Kutsi asked if there were any members of the public present that would like to speak. No one answered.

Motion by Liimatta second by Mayor Kutsi to close the meeting at 6:50 p.m. Approved.



Debra Sakrison, City Clerk

ATTEST:

Robert Kutsi, Mayor

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**CITY OF GILBERT
MINUTES OF SPECIAL COUNCIL MEETING
MONDAY, DECEMBER 5, 2016
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:50 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko & Liimatta.

Absent: Councilor Bol (w/Notice)

Staff Present: Chief Techar and City Clerk/Treasurer Sakrison.

Mayor Kutsi led the audience in the Pledge of Allegiance to the Flag.

Motion by Liimatta second by Skalko to approve the agenda as submitted. MCU.

This special city council meeting is being held to discuss the following items:

- A. Clarify Date for Mackley's Transition to Medicare Supplement.
- B. Employment Agreement for Computer Information Technology Manager

- A. Discussion was held regarding the date of when Mackley's transition to Medicare Supplement should take place.

Motion by Liimatta second by Skalko to clarify the date for Mackley's Transition to Medicare Supplement as January 1, 2017. Motion Carried Unanimously.

- B. Mayor Kutsi read an email received 12/5/16 from Councilor Bol expressing his support of the language in the revised employment contract for IT services Steve Peterson.

Motion by Liimatta second by Skalko to approve the contract for the Computer Information Technology Manager.

- Councilor Pontinen voiced concern about the severance package not being fair.
- Roll Call Vote: Pontinen – Nay; Skalko – Aye; Mayor Kutsi – Aye; Liimatta – Aye. Approved 3 – 1.

Motion by Liimatta second by Skalko to adjourn the meeting at 6:57 p.m.


Debra Sakrison, City Clerk

ATTEST:

Robert Kutsi, Mayor

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CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS

Mayor Kutsi called the meeting to order at 6:30 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Skalko and Liimatta.

Absent: Councilor Bol (w/Notice)

Staff Present: City Attorney Kearney, City Engineer Jamnick, Chief Techar, Public Works Operations Director Lautigar, Library Director Miller and City Clerk/Treasurer Sakrison.

Staff Absent: N/A

Mayor Kutsi led the audience in the Pledge of Allegiance to the Flag.

Motion by Liimatta second by Mayor Kutsi to approve the agenda with the additions of 8.X – Resolution 2016-23 Approving State of MN Joint Powers Agreements with the City of Gilbert on Behalf of its City Attorney and Police Department, 8.Y – HRA Board of Commissioners, 8.Z – Request from Gilbert Ridge Rider Recreation Club for a donation and 8.AA – Offer to Purchase Property in Lake Ore Be Gone Plat. Motion Carried Unanimously (MCU).

Motion by Liimatta second by Mayor Kutsi to approve the November 22, 2016, Regular City Council Meeting Minutes. MCU.

Public Input:

Beth Milos, Mayor-Elect, had concerns about agenda item 8.AA – Offer to Purchase Property in Lake Ore Be Gone Plat. She noted 3 items, 1 – the realtor is not aware of the offer, 2 – if this property is sold it will land lock another property, which is illegal, and 3 – she feels that selling the lots as one sale is a big mistake and not a good idea for the development of Gilbert. Milos wanted to share this information before they made their decision.

Mike Hultman, of the Eveleth Gilbert Youth Hockey Association, wanted to talk about fixing up the Skenzich Arena.

- The EGYHA wants to be sure that the Skenzich Arena is not closing. Mayor Kutsi noted that it has not been discussed to close the arena and is not aware of it being an issue.
- They would like to work with the City to fix up the unsafe conditions at the Arena and asked who the contact with the City would be. Mayor Kutsi stated the contact would be Public Works Operations Director Sam Lautigar.
- Hultman also brought up the invoice the City has sent them regarding the rink attendants. He noted that the EGYHA will not contribute towards rink attendants, but will help pay for things for the kids, as new boards, etc.
- Public Works Operations Director Lautigar noted that if new boards are put in a drainage system would need to be put in, as currently the ice has to be pushed out, with the loader & skid steer, which is hard on the boards, otherwise the whole area would flood as there currently is no drainage system.

2/6

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS

Motion by Liimatta second by Mayor Kutsi to have the City Staff work with the Eveleth Gilbert Youth Hockey Association to replace some of the boards at the Skenzich Arena. MCU.

Staff Reports:

- Chief Techar: Agenda
- Public Works Operations Director Lautigar:
 - Started flooding the outside rink late last week. And started flooding the inside rink today (12/13/16).
 - Councilor Pontinen asked why the main part of Sparta is being plowed.

Motion by Pontinen second by Liimatta to cease plowing the main road in Sparta. MCU.

- Library Director Miller:
 - 12/16/16 – Santa from 4:00 p.m. to 6:00 p.m.
 - 12/19/16 – Cookbook Club – Cookies
 - 12/23/16 & 12/26/16 – CLOSED
 - 12/28/16 – Movie Matinee – “Pete’s Dragon”
 - 12/30/16 – Yule Ball – 7:00 p.m. to 10:00 p.m. \$20/couple, or \$15/person

Mayor, Council, Boards & Commissions Reports:

- Mayor Kutsi:
 - Noted that the Seniors Christmas Party was recently held, and thanked Councilor Skalko for making candle holders and his wife Rachael for decorating the Christmas tree.
 - Thanked City Clerk Sakrison for all her work.
 - Thanked City Attorneys Kearney and Thayer for their work with the City the past few years.
 - Thanked City Engineer Jamnick for his work and for attending meetings at the State Capital in the interest of Gilbert.
 - Thanked Chief Techar for the great service the Gilbert Police Department does.
 - Thanked Public Works Operations Director Lautigar for the work he and his crew does for the City.
 - Thanked Library Director Miller for the great Library the City of Gilbert has.
 - Thanked Campground Managers John & Barb Rautanen for their great work at the campground.
 - Thanked the Gilbert Fire Department.
 - Thanked IT Steve Peterson.
 - Thanked Mary Olsen for her hard work.
- Councilor Pontinen: Agenda
- Councilor Skalko: Agenda
- Councilor Bol: Absent
- Councilor Liimatta:
 - Also thanked the City Staff for all their hard work. He thanked the Mayor and Councilor Skalko for giving him the opportunity to serve with them.
- City Attorney Kearney: Agenda
- City Engineer Jamnick: Agenda

3/6

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS

Old Business:

Emergency Operations Plan Update – Nothing new to report.

Nuisance Ordinance Update – Nothing new to report.

New Business:

Motion by Liimatta second by Mayor Kutsi to approve Change Order No. 2 for Project No. 12-568 at the East Industrial Park for a DEDUCT of \$8,067.26. MCU.

Motion by Liimatta second by Mayor Kutsi to approve Final Pay Estimate to Mesabi Bituminous for Project 12-568 in the amount of \$12,853.79. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the quote of \$1,637.50 from Titan Machinery to repair the backhoe. MCU.

Motion by Liimatta second by Mayor Kutsi to authorize the Fire Department purchase of wildland turnout gear and two sets of structural turn out gear. MCU.

Motion by Liimatta second by Mayor Kutsi to approve an Interim Water Agreement with the City of McKinley, not to exceed six months, to provide bulk water at the charge of \$6.75/1000 gallons and a \$100/month charge for meter and maintenance costs. MCU.

Motion by Liimatta second by Mayor Kutsi to approve Resolution 2016-22 – Resolution Approving 2016 Tax Levy, Collectible in 2017. Roll Call. Pontinen – Aye, Skalko – Aye, Kutsi – Aye, Liimatta – Aye. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the 2017 Budget for Adoption by Department for the City Operations support by the Net Tax Capacity Levy with Revenues of \$2,748,191 and Expenditures of \$2,765,080 for Funds 101 General Fund, 211 Library Fund, and 301 Debt Service Fund. MCU.

Motion by Liimatta second by Mayor Kutsi to designate Fund Balance for 101-43000-500 \$30,000 and any additional department total less than budgeted for Department 101-43000, 101-49000-500 \$20,000 for Capital Outlay. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the transfer of \$25,000 from the Water Fund and \$25,000 from the Sewer Fund to the Electric Fund as the third payment for the 2013 transfer. MCU.

Motion by Liimatta second by Mayor Kutsi to approve liquor, club and tobacco licenses and to issue same provided all license paperwork is completed, property taxes are paid and license fees have been paid to Fitzcorp DBA The Wandering Pines – On Sale and Sunday Liquor. MCU.

4/6

**CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS**

Motion by Mayor Kutsi second by Liimatta to have the COBRA participants pay the VEBA contributions.

- Discussion: Councilor Pontinen passed out a letter he received from the Health Insurance Rep - Mick Giblin, which he read aloud. City Attorney Kearney recommended tabling and seek the employment law.
- Motion rescinded.

Motion by Mayor Kutsi second by Liimatta to table action regarding who pays the VEBA contribution for COBRA participants to the next council meeting. MCU.

Motion by Liimatta second by Pontinen to accept the resignation of Gilbert Part-Time Police Officer Tanner Banks effective immediately. MCU.

Motion by Liimatta second by Pontinen to hire Anthony Nemanick as a Gilbert First Responder pursuant to his licensure from the State of MN as a First Responder and his passing a background check. MCU.

Motion by Liimatta second by Pontinen to authorize the registration and travel expenses for the newly elected Mayor and City Councilors to attend the LMC New Elected City Official training. MCU.

Motion by Liimatta second by Pontinen to accept the roster of Fire Department Officers as elected by the Fire Department on December 2, 2016. MCU.

Chief:	Jeremy Skenzich
Assistant Chief:	Marc Kwiatkowski
Captain:	Mark Heitzman
Safety Officer:	Todd Devich
Secretary:	Dean Spragg
Treasurer:	David Marolt
Trustees:	Anthony Nemanick, Mike Thelen and Josh Erickson

Motion by Liimatta second by Pontinen to authorize \$1,250 for DARE Training for Officer Trucano and to name her as the DARE Officer. MCU.

Motion by Liimatta second by Pontinen to accept the donation of anti-slip footwear to all of the Gilbert Police Department from Cliffs Natural Resources. MCU.

Motion by Liimatta second by Pontinen to approve the Gilbert Police Department's request to join the Lake Superior Drug and Violent Crime Task Force. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the Labor Agreement Between the City of Gilbert and American Federation of State, County, and Municipal Employees, AFL-CIO Local Union No. 627 for a period of January 1, 2017 through December 31, 2019. MCU.

5/6

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS

Motion by Liimatta second by Pontinen to approve the Joint Powers Agreement for Police Services with the City of Biwabik with an indefinite term and a 2017 contract amount of \$338,103. MCU.

Motion by Liimatta second by Mayor Kutsi to acknowledge the November 2016 Financial Statements. MCU.

Motion by Liimatta second by Mayor Kutsi to authorize payment of any bills and payroll, subject to audit by Mayor and Clerk, due prior to the First City Council meeting in January because there will not be a second City Council meeting in December. MCU.

Motion by Liimatta second by Pontinen to approve Resolution 2016-23 Approving State of Minnesota Joint Powers Agreements with the City of Gilbert on Behalf of its City Attorney and Police Department. MCU.

Motion by Liimatta second by Mayor Kutsi to approve HRA Board of Commissioners removal of Edward Schneider, Sr. on the board and appointment of Gail Mahovich to fill the unexpired term until May 8, 2017. MCU.

Motion by Liimatta second by Mayor Kutsi to approve a request from Gilbert Ridge Rider Recreation Club for a donation of \$350 towards the wagon rides at the annual Children's Christmas Party. MCU.

Motion by Liimatta second by Mayor Kutsi to accept offer from Mike Sailer to purchase Blocks 2 – 4 Lake Ore Be Gone Plat for \$30,000 with the understanding that he would be responsible for putting in extensions of water and sanitary sewer.

- Discussion: Mayor Kutsi noted that by selling this property it would take care of the problem of the sloping of the pit which would cost a lot of money. Councilor Pontinen wants the offer tabled until the next Council has time to look at it.
- Roll Call: Liimatta – Aye, Kutsi – Aye, Skalko – Aye; Pontinen – Nay. Motion fails 3 – 1 as to transfer property a 4/5 vote is needed.

Motion by Pontinen second by Liimatta to table the offer to purchase property in Lake Ore Be Gone Plat. MCU.

Mike Sailer spoke regarding the offer to purchase the property in Lake Ore Be Gone Plat and that he would put in this own utilities, water, sewer, electric lift station. He rescinded his offer. City Attorney Kearney requested that he put that in writing to the City.

Motion by Liimatta second by Mayor Kutsi to approve bills and payroll subject to audit by Mayor and Clerk. Carried 3 – 1.

Motion by Liimatta second by Mayor Kutsi to acknowledge the Gilbert Planning & Zoning Commission Minutes of September 19, 2016 & October 3, 2016. MCU.

6/6

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, DECEMBER 13, 2016
COUNCIL CHAMBERS

Motion by Liimatta second by Mayor Kutsi to acknowledge the Gilbert Public Library Board Minutes of November 7, 2016. MCU.

Motion by Liimatta second by Mayor Kutsi to acknowledge EFGSD Joint Powers Recreation Board Minutes of November 9, 2016. MCU.

Motion by Skalko second by Liimatta to adjourn the meeting at 7:38 p.m.



Debra Sakrison, City Clerk

ATTEST:

Dorothy Elizabeth Milos, Mayor

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CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, JANUARY 10, 2017
COUNCIL CHAMBERS

Mayor Milos called the meeting to order at 6:36 p.m.

Present: Mayor Milos, Councilors Pontinen, Bol, Robich and Vertachnik.

Absent: None.

Staff Present: City Engineer Jamnick, Chief Techar, Public Works Operations Director Lautigar, Library Director Miller and City Clerk/Treasurer Sakrison.

Staff Absent: City Attorney.

Mayor Milos led the audience in the Pledge of Allegiance to the Flag.

Motion by Robich second by Pontinen to approve the agenda with the addition of 8.J Set a City Council Work Session. Motion Carried Unanimously (MCU).

Motion by Pontinen to approve the December 5, 2016 Public Hearing Minutes, December 5, 2016 Special City Council Meeting Minutes and December 13, 2016 Regular City Council Meeting Minutes. Motion failed due to lack of second.

Motion by Vertachnik second by Robich to table approval of the December 5, 2016 Public Hearing Minutes, December 5, 2016 Special City Council Meeting Minutes and December 13, 2016 Regular City Council Meeting Minutes for further review. MCU.

Public Input:

Mayor Milos noted that the City Council will be looking to change public input to be at each section of the meeting rather than at the beginning of the meeting before anything is discussed.

Staff Reports:

- Chief Techar: Agenda
- Public Works Operations Director Lautigar:
 - Stated that the evaluation report was received from Stantec for the water treatment plant and he would like to set up a work session meeting to review with the City Council, Stantec and himself. Councilor Pontinen stated that this is not a pressing issue at this time and could wait until spring. Sam explained that this would be a meeting to help everyone understand the issues and possible solutions that could be taken. Councilor Robich stated that she is not opposed to having an informational meeting, but that a date could not be set at this time. Lautigar explained the problems they are having with the lime pond, etc. A meeting will be set at a later time.
 - Lautigar talked to Mike Kalnbach, a MN DOT Project Manager, regarding the MN Highway 37 project and the MN Highway 135 project. The MN DOT engineers would be willing to meet with the Council to give an update on these projects. Availability for the week of February 6 – 10 will be looked into.

2/5

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, JANUARY 10, 2017
COUNCIL CHAMBERS

- Lautigar and Jammick will be doing a 15 minute presentation to the SLC CDBG panel regarding the 2017 grant application on Wednesday, January 11, 2017 @ 2:15 p.m. This grant would be for the sewer plant 2 million gallon retention pond.
- They have been hauling snow. Asked residents to help out and shovel around the fire hydrants, “adopt a fire hydrant”.
- Library Director Miller:
 - 1/13/17 – Musical Impressions – by a Grand Marais Jazz Musician @ 3:30 p.m
 - 1/13/17 – Animae for Teens from 5:00 p.m. – 7:00 p.m.
 - 1/16/17 – CLOSED for Martin Luther King Day
 - 1/17/17 – 1/20/17 – Lego Challenge for kids ages 6 – 12 from 4:00 p.m. to 5:00 p.m.
 - 1/23/17 – Cookbook Club – Soup or Stew
 - 1/27/17 – Escape Room for adults – “Lost in Time” @ 6:00 p.m.
 - Winter Reading Program – for all ages – “Paul Bunyan’s Big Read”. They are challenging the entire community to read 1000 books collectively. This runs through March.

Mayor, Council, Boards & Commissions Reports:

- Mayor Milos:
 - Thanked the citizens of Gilbert and encouraged citizens to put any concerns in writing and give it to the City Clerk. Brought up concerns of transparency and that the City is not transparent and their voices are not being heard, questions are not being answered. Milos looks forward to these new challenges.
- Councilor Pontinen:
 - Welcomed the new council members and Mayor.
- Councilor Bol:
 - Welcomed the new council members and Mayor.
- Councilor Robich:
 - Gave a shout out to Public Works Operations Director Lautigar and his staff regarding snow removal.
- Councilor Vertachnik:
 - Thanked the citizens of Gilbert for electing him and encouraged citizens to join committees.
- City Attorney: No attorney at this time.
- City Engineer Jammick:
 - There will be a meeting set up with St. Louis County and the TEP panel to review the wetland delineation that was done at the Waste Water Treatment Plant and see what needs to be done.
 - They met with the Projects Committee, typically meets the 1st Monday of the month.
 - Water Plant – The City of Gilbert has a stipulation agreement with the MPCA regarding the I&I, the water plant was added to that for the end of May, a schedule that has been laid out by the MPCA.

3/5

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, JANUARY 10, 2017
COUNCIL CHAMBERS

Old Business:

Emergency Operations Plan Update:

- Chief Techar recapped
- There are no grants available for sirens for this geographical area.
- The contact lists needs to be updated.
- The St. Louis County Hazardous plan is followed.

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Nuisance Ordinance Update:

- Councilor Bol recapped that the current ordinance is too broad, and has criminal offenses. Biwabik has gone to civil offenses. Chief Techar gave an example of how both transpire. Biwabik has the citizens make a signed complaint. Mayor Milos would be willing to join this committee.

New Business:

Councilor Pontinen would like to form a committee to seek proposals for engineering services from local engineering firms. And after obtaining the proposals setting a special meeting to report to the council and make a decision on who will serve as Gilbert's City Engineer.

Motion by Mayor Milos second by Vertachnik to strike the line regarding City Engineer Services and amend Resolution 2017-01. Motion Carried 4-1.

NOTE: Current Engineer will continue until a decision has been made.

Mesabi Daily News quoted \$11.60 per column inch and the HomeTown Focus quoted \$3.25. The Mesabi Daily News publishes more frequently and the circulation is greater.

Mayor Milos asked Councilor Bol about being Mayor-ProTem. Councilor Bol declined due to his work schedule. Councilor Pontinen declined. Councilor Robich is willing to serve.

Bryan Lindsay, Attorney with Trenti Law Firm, gave a report regarding their past billings from when they previously represented the City of Gilbert.

Motion by Bol second by Robich to approve Resolution 2017-01, A Resolution Adopting Designation of Official Depositories, Designation of Collateral Authority, Designation of Official Newspaper for the City of Gilbert, Appointment of Acting Mayor and Legal Counsel. Motion Carried.

Motion by Vertachnik second by Mayor Milos to approve the 2017 City Council Meeting Schedule with meetings the second and fourth Tuesday at 6:30 p.m. MCU.

Ron LaFond, Stantec, recapped that when a membrane filter is going to be used, the membrane bioreactor (MBR) system is typically pre-selected during the design phase. Proposals were

4/5

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, JANUARY 10, 2017
COUNCIL CHAMBERS

received from four major vendors and the Ovivo MBR was determined to be the best for our application.

Motion by Bol to approve the award of the MBR equipment to Ovivo. There was never a second.

Council discussed when the subject matter for their motions should be discussed, before or after the motion.

Councilor Pontinen asked Attorney Bryan Lindsay, who was in attendance, for advice as to how this should be done.

Attorney Brian Lindsay noted that they can do a hybrid policy discussion. Anything can be discussed prior to a motion being called, and after a motion and a second is stated additional discussion has to occur prior to the motion being approved or failing.

Councilor Vertachnik stated that he would like copies of the original submittal of the Wastewater Treatment Facility Plan to the MPCA to better understand this project. Councilor Robich also stated that she would like additional time to get informed about everything for this project. Councilor Bol noted that there is a deadline for the new mercury limit that needs to be met by the end of 2019, Ron LaFond from Stantec noted to keep on schedule we need to start construction this year. Mayor Milos wants this subject to be revisited at the next City Council meeting and for the council to get up to date in the meantime. Councilor Robich asked about being able to file for an extension to the project, which has a cost associated with it. LaFond was unsure of what could be done for an extension, but that waiting two weeks for the City Council to make their decision would not greatly affect the schedule. LaFond noted that the first deadline is in March which would be the design submittal. LaFond stated that it would need to be advertised later this year to get the best possible bid.

Motion by Pontinen second by Mayor Milos to table the award of the MBR equipment to Ovivo and to discontinue all engineering for the Wastewater Treatment Facility Improvements project until further notice. Motion Carried 4 - 1.

Motion by Vertachnik second by Pontinen to approve License G-1 between the Eveleth Fee Office and the City of Gilbert for the 8 inch water main pipeline easement and approve the payment of \$130 for the license fee. MCU.

Motion by Robich second by Mayor Milos to approve the request of Jack Bradach to attend the Minnesota Technical Conference March 7-9, 2017 in St. Cloud and the costs of registration fee of \$230, plus lodging, meals, parking and mileage. MCU.

Motion by Mayor Milos second Pontinen to table the decision of which party to pay for the VEBA contribution for a COBRA participant until they can discuss at a work session. MCU.

5/5

CITY OF GILBERT
MINUTES OF REGULAR COUNCIL MEETING
TUESDAY, JANUARY 10, 2017
COUNCIL CHAMBERS

Motion by Mayor Milos second by Robich to join RAMS for 2017 and pay dues in the amount of \$700. MCU.

No action was taken with setting a Work Session with Insurance Agent Shega.

Mayor Milos is interested in doing the Training for Board of Equalization, which is an online course that needs to be completed by February 1.

Councilor Pontinen wants a committee set up to seek engineering services for the City of Gilbert. Councilor Vertachnik would also be on the committee.

Councilor Bol stated that he doesn't understand why we are looking for different engineer, or is it purely financial. After discussion it is purely a financial decision.

Motion by Mayor Milos second by Vertachnik to form a committee to seek proposals for city engineering services, with Councilor Pontinen and Vertachnik on the committee. MCU.

Motion by Mayor Milos second by Robich to approve bills and payroll subject to audit by Mayor and Clerk. MCU.

Motion by Mayor Milos second by Vertachnik to acknowledge the Gilbert Police Commission minutes of October 11, 2016. MCU.

Motion by Bol second by Robich to adjourn the meeting at 8:50 p.m.



Debra Sakrison, City Clerk

ATTEST:

Dorothy Elizabeth Milos, Mayor

City of Gilbert
Request for City Council Action

Date: January 20, 2017

Issue: Recommendation of Award MBR Equipment Preselection for the Wastewater Treatment Facility Improvements

Background: This agenda item was tabled at the last city council meeting, to be brought forward at this meeting.

Because of the tight timelines, this project really needs to continue moving forward so any action should include reinstatement of Stantec's engineering services on this project.

Council Action:

City Council action is requested to award the MBR equipment to Ovivo for the wastewater treatment facility improvements and to authorize Stantec to resume engineering services for the project.



Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113
Tel: (651) 636-4600
Fax: (651) 636-1311

January 5, 2017

Honorable Mayor Beth Milos and Council Members
City of Gilbert
16 South Broadway Ave
Gilbert, MN 55741

**Reference: Wastewater Treatment Facility Improvements
Recommendation of Award, MBR Equipment Preselection**

Honorable Mayor and City Council,

The WWTF project includes a membrane bioreactor (MBR) system to meet new effluent limits for mercury. Due to significant differences in systems, the MBR equipment is typically preselected during design using a formal review process to determine the MBR manufacturer most suitable for Gilbert. Criteria for the MBR preselection included cost, experience, operational support, and company capabilities.

Four MBR suppliers submitted MBR preselection proposals: Ovivo, Evoqua, Kubota, and Aqua Aerobics. Stantec met with city representatives in December to discuss the proposals in detail.

Based on the preselection criteria, the proposal from Ovivo was clearly superior in terms of detail, quality, and comprehensiveness. Out of 280 points possible, Ovivo scored 253 points. Evoqua was second with 225 points. Site visits to three Ovivo MBR installations in Wisconsin did not raise any concerns that would affect our recommendation. The cost of the Ovivo MBR, per their proposal, is \$1,147,000. This compares favorably with our estimate of \$1,267,000.

With the above facts in mind, it is our recommendation that the City of Gilbert award the MBR equipment to Ovivo. The next steps are to have the city attorney review the proposed agreement and to begin negotiating an agreement with Ovivo. Time is of the essence as MPCA is expecting a design submittal in early March 2017. I will attend the January 10 Council meeting in the event there are questions regarding our recommendation.

Regards,

STANTEC CONSULTING SERVICES INC.

Ronald A. LaFond, P.E.
Senior Project Manager
ron.lafond@stantec.com
Ph: (651) 604-4771
Mobile: (651) 775-7691

8 E

**CITY OF GILBERT
RESOLUTION NO. 2017-2**

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City of Gilbert is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Minnesota Energy	\$2,000

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GILBERT, MINNESOTA, AS FOLLOWS:

1. The donation described above is accepted for the Gilbert Fire Department for purchase of turnout gear.
2. The city clerk is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's contribution.

Adopted by the City Council of the City of Gilbert on January 24, 2017.

Approved:

Dorothy E. Milos, Mayor

Attested:

Debra Sakrison, City Clerk/Treasurer

8c

**CITY OF GILBERT
RESOLUTION NO. 2017-3**

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City of Gilbert is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Cash	\$100

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GILBERT, MINNESOTA, AS FOLLOWS:

1. The donation described above is accepted for the Gilbert Police Department.
2. The city clerk is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's contribution.

Adopted by the City Council of the City of Gilbert on January 24, 2017.

Approved:

Dorothy E. Milos, Mayor

Attested:

Debra Sakrison, City Clerk/Treasurer

**CITY OF GILBERT
RESOLUTION NO. 2017-04**

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the City of Gilbert is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Gilbert Fire Dept. Relief Association For Turnout Gear	\$580.00

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GILBERT, MINNESOTA, AS FOLLOWS:

1. The donation described above is accepted for the Gilbert Fire Department.
2. The city clerk is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's contribution.

Adopted by the City Council of the City of Gilbert on January 24, 2017.

Approved:

Dorothy E. Milos, Mayor

Attested:

Debra Sakrison, City Clerk/Treasurer

City of Gilbert
Request for City Council Action

Date: January 17, 2017

Issue: Request to purchase two sets of turnout gear

Background: The fire department applied for a grant from MN Energy for the purchase of turnout gear. The grant has been received and accepted.

Council Action:

City Council action is requested to authorize the purchase of two sets of turn out gear for the Gilbert Fire Department.

City of Gilbert
Request for City Council Action

8
1/18

Date: January 19, 2017

Issue: Resolution 2017-05 Approving Joint Powers Agreements with the Bureau of Criminal Apprehension, Minnesota Department of Public Safety to continue use of the state's criminal justice data communications network.

Background: This resolution updates the joint powers agreements with the state of Minnesota for use of the BCA's criminal justice data communications network and the CJDN subscriber agreement.

Council Action:

City Council action is requested to approve Resolution 2017-05 Approving State of Minnesota Joint Powers Agreements with the City of Gilbert on Behalf of its City Attorney and Police Department.

CITY OF GILBERT
RESOLUTION NO. 2017-05

2/18

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

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

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

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

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

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

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

To assist the Authorized Representative with the administration of the agreement, Sharon K. Fredrickson is appointed as the Authorized Representative's designee.

4. That Dorothy E. Milos, the Mayor for the City of Gilbert, and Debra Sakrison, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 24 day of JANUARY, 2017.

CITY OF GILBERT

By: Dorothy E. Milos
Its Mayor

ATTEST: _____
By: Debra Sakrison
Its City Clerk

3/18

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

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Gilbert on behalf of its Prosecuting Attorney ("Agency").

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

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

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

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

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

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

4
/18

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

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

2.6 Access granted.

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

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

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

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

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

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

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

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

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

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

5/18

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

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

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

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

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bryan Lindsay, City Attorney, 225 1st St N, Ste 1000, PO Box 958, Virginia, MN 55792, (218) 749-1962, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6
/18

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

collective bargaining agreement.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

8/18

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

1. AGENCY

Name: Dorothy E. Milos
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Debra Sakrison
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

By: _____

Date: _____

9/18

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 117341, 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

12
/18

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.

15/
18

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

16
18

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.

18
/18

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: Dorothy E. Milos
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Debra Sakrison
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

City of Gilbert
Request for City Council Action

84
1/8

Date: January 20, 2017

Issue: Membership in the Iron Range Economic Alliance

Background: The city of Gilbert has been invited to three of the meetings of this organization. IREA is a grass-roots organization of community leaders and economic development professionals in northeast Minnesota. Our mission is to create a collaborative environment for economic prosperity in Northeast Minnesota by providing leadership, fostering partnerships and employing professional economic development strategies. Our members benefit from networking and sharing best practices, while benefitting from interactions with state-level policy makers and economic development organizations.

Membership dues are affordable (\$50/year) and the meeting schedule (3 meetings/year) is designed to be mindful of our members' busy schedules. We also distribute a periodic newsletter to ensure that our members stay connected to the latest news and events in the world of economic development. We will send you a copy of our winter issue to give you an idea of what it is all about.

Council Action:

City Council action is requested.



**IRON RANGE
ECONOMIC ALLIANCE**

2017 MEMBERSHIP LIST

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Aitkin, County of	Ross Wagner, Econ. Development and Forest Industry Coordinator Aitkin County Courthouse 217 2nd St NW, Room 131 Aitkin, MN 56431	Work: 218-927-7305 Fax: 218-927-7374 Email: rwagner@co.aitkin.mn.us	Nathan Burkett	
Aitkin County Growth	Mike Hagen, Executive Director 316 First Avenue NW Aitkin, MN 56431	Work: 218-927-2172 Fax: 218-927-2173 Email: Mike@aitkingrowth.org	Jeanie Collins	Work: 218-927-2172 Fax: 218-927-2173 Email: Jeanie@aitkingrowth.org
Area Partnership for Economic Expansion (APEX)	Tamara Lowney, Business Developer 306 West Superior Street Suite 902 Duluth, MN 55802	Work: 218-326-9411 x.23 Cell: 218-242-0572 Email: tamara@apexgetsbusiness.com	Brian Hanson, President & CEO	Work: 218-740-3667 Cell: 218-730-7330 Email: brian@apexgetsbusiness.com
Arrowhead Economic Opportunity Agency (AEOA)	Paul Carlson, Executive Director 702 Third Avenue South Virginia, MN 55792	Work: 218-749-2912 Fax: 218-749-2944 Home: 218-749-2837 Email: paul.carlson@aeoa.org	Scott Zahorik, Dir. Housing Services	218-748-7331 Scott.zahorik@aeoa.org
Arrowhead Electric Cooperative	Jenny Kartes, Finance/Admin Manager 5401 West Highway 61 P.O. Box 39 Lutsen, MN 55612	Work: 218-663-7239 Email: jkartes@arrowhead.coop	John Twiest, Operations Manager	Work: 218-663-7239 Email: jtwiest@arrowhead.coop
Arrowhead Regional Development Commission (ARDC)	Josh Bergstad, Senior Planner 221 West First Street Duluth, MN 55802	Work: 218-529-7516 Fax: 218-529-7592 Email: jbergstad@ardc.org		
Babbitt, City of	Cathy Bissonette, City Clerk/Treasurer 71 South Drive Babbitt, MN 55706	Work: 218-827-3647 Fax: 218-827-2204 Email: cathy@babbitt-mn.com	Andrea Zupancich, Mayor	Work: 218-749-0159 Fax: 218-827-2204 Email: andrea@zupnorth.com

00/20

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Bois Forte Reservation	Andy Datko, Planning Director 5344 Lakeshore Drive PO Box 16 Nett Lake, MN 55772	Work: 218-757-3261 or direct at 757-0268 Cell: 218-780-3769 Toll Free: 800-221-8129, ext. 268 Fax: 218-757-3312 Email: adatko@boisforte-nsn.gov	Sidra Starkovich, Grants Manager	Work: 218-757-3261 Email: sstarkovitch@boisforte-nsn.gov
Carlton County	Connie J. Christenson, Economic Development Director PO Box 607 301 Walnut Avenue Carlton, MN 55718	Work: 218-384-9597 Fax: 218-384-8600 Cell: 218-290-5719 Email: connie.christenson@co.carlton.mn.us	Brenda Nyberg, Loan/Grant Administrator	Work: 218-384-9564 Fax: 218-384-8600 Email: brenda.nyberg@co.carlton.mn.us
Chisholm, City of	Mike Jugovich, Mayor 316 Lake Street West Chisholm, MN 55719	Work: 218-254-7910 Email: majorjugovich@yahoo.com		
Chisholm-Hibbing Airport Authority	Shaun Germolus, Airport Manager 11038 Highway 37 Hibbing, MN 55746	Work: 218-262-3452 Email: shaun@rangerregionalairport.com		
Cloquet, City of	Holly Hansen, Community Development Director 1307 Cloquet Avenue Cloquet, MN 55720	Work: 218-879-2507 ext. 4 Email: hhansen@ci.cloquet.mn.us	Brian Fritsinger, City Administrator	Work: 218-879-3347 bfritsinger@ci.cloquet.mn.us
Cohasset, City of	Max Peters, Director of City Operations/ Finance Manager 305 NW 1st Avenue Cohasset, MN 55721	Work: 218-328-6225 Email: maxp@cohasset-mn.com		
Congressman Richard M. Nolan, Office of	Jordan Metsa, Constituent Services Rep. Chisholm City Hall 316 West Lake Street, Room #7 Chisholm, MN 55719	218-491-3114 jordan.metsa@mail.house.gov	Mark Privratsky 11 East Superior Street, Suite 125 Duluth, MN 55802	218-464-5095 mark.privratsky@mail.house.gov
Cook, City of	Theresa Martinson, Administrator, Clerk and Treasurer City Hall PO Box 155 Cook, MN 55723	Work: 218-666-2200 Fax: 218-666-0004 Email: Theresa@cookmn.us		

3/2

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Cook County/Grand Marais EDA	Mary Somnis, Executive Director PO Box 597 Grand Marais, MN 55604	Work: 218-387-3112 Email: director@prosperitynorth.com		
Cooperative Light & Power	Steve Wattnem, CEO 1554 Highway 2 Two Harbors, MN 55616	(218) 834-2226 swmmgr@clpower.com		
Duluth Seaway Port Authority	Kate Ferguson, Business Development Director 1200 Port Terminal Drive Duluth, MN 55802	218-727-8525 kferguson@duluthport.com	Deb DeLuca, Director Government/ Environmental Affairs	218-727-8525 ddeluca@duluthport.com
East Range Joint Powers Board	Curt Antilla, Coordinator PO Box 127, City Hall Aurora, MN 55705	218-229-3671 eripb@frontier.com		
Ely, City of	Harold Langowski, Clerk/Treasurer 209 E Chapman Street Ely, MN 55731-1471	elyod@ely.mn.us	John Fedo, EDA Director	jorfedo@northlc.com
Enbridge	Patrick Hughley, Stakeholder Relations Specialist 4628 Mike Colalillo Drive Duluth, MN 55807	(218) 464-5654 patrick.hughley@enbridge.com	Lorraine Little, Senior Manager, U.S. Public Affairs Liquids Operations & Projects	(218) 464-5721 Lorraine.Little@enbridge.com
Entrepreneur Fund	Steve Peterson, Senior Loan Officer 551 Hat Trick Avenue Eveleth, MN 55734	Work: 218-735-6025 Fax: 218-735-6045 Email: stephenp@entrepreneurfund.org	Shawn Wellnitz, Executive Director 424 W Superior Street, Suite 400 Duluth, MN 55802	218-343-2476 shawnw@entrepreneurfund.org
Grand Rapids, City of	Rob Mattei, Director of Community Development 420 North Pokegama Avenue Grand Rapids, MN 55744	218-326-7622 rmattei@ci.grand-rapids.mn.us	Eric Trast, Community Development Specialist	218-326-7650 etrast@ci.grand-rapids.mn.us
Great River Energy	Jeff Borling, Economic Development Lead 230 W Superior Street #400 Duluth, MN 55802	218-355-8088 jborling@grenergy.com	Tom Lambrecht, Economic Development Services Manager 12300 Elm Creek Blvd. Maple Grove, MN 55369	763-445-6105 tlambrecht@grenergy.com

4/8

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Iron Resources and Rehabilitation Board (IRRRB)	Whitney Ridlon , Community Development Representative 4261 Highway 53 South PO Box 441 Eveleth, MN 55734	218-735-3004 whitney.ridlon@state.mn.us		
Iron Range Tourism Bureau	Beth Pierce , Executive Director 111 Station 44 Road Eveleth, MN 55734	800-777-8497 beth@ironrange.org		info@ironrange.org
Itasca Economic Development Corporation	Mark Zimmerman , President & CEO 12 NW 3rd Street Grand Rapids, MN 55744	218-326-9411 mzimmerman@itascadv.org	Shannon Benolken , Director of Business Development	218-326-9411 sbenolken@itascadv.org
JPJ Engineering	John P. Jammick, P.E. 303 East 19th Street Hibbing, MN 55746	218-262-5528 Email: jjammick@jpieng.com	Sarah Ciochetto , Senior Civil Engineering Designer	218-262-5528 sciochetto@jpieng.com
Lake Country Power	Mark Bakke , Chief Financial Officer 8535 Park Ridge Drive Mt. Iron, MN 55768	218-742-5748 mbakke@lakecountrypower.com	Mike Birkeland , Director of Member Services & Community Relations	218-485-2244 mbirkeland@lakecountrypower.com
Lake County	Peter Walsh , Commissioner 601 Third Avenue Two Harbors, MN 55616	Work: 218-834-8327 petew911@hotmail.com	Jeremy Hurd , Commissioner	218-341-8628 Jeremy.hurd@co.lake.mn.us
LaPrairie, City of	Mike Fall , Mayor 15 Park Drive LaPrairie, MN 55744	Work: 218-326-8898 Email: mayor@paulbunyan.net	Marilyn Carlson , City Clerk	Email: laprcity@paulbunyan.net
Mille Laes Energy Cooperative	Chris Perrine , Member Service Manager 36559 US-169 PO Box 230 Aitkin, MN 56431	Work: 218-927-8246 Email: chrisp@mlccmn.com	Brian Zelenak , General Manager	Work: 218-927-8224 Email: bzelenak@mlccmn.com
Minnesota Dept. of Employment and Economic Development (DEED)	Brad Brzezinski , Northeast Minnesota Economic Development Specialist 320 W Second Street Suite 205 Duluth, MN 55802	218-310-7757 Bradley.Brzezinski@state.mn.us		

5/8

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Minnesota Power, an ALLETE Company	Nancy Norr, Director, Regional Development 30 West Superior Street Duluth, MN 55802	Work: 218-723-3905 Fax: 218-723-3915 Email: nnorr@mnpower.com	Arik Forsman, Community Relations Specialist	Work: 218-355-3303 Email: aforsman@mnpower.com
Mountain Iron, City of	Craig J. Wainio, City Administrator City of Mountain Iron 8586 Enterprise Dr. S Mountain Iron, MN 55768	Work: 218-748-7570 Fax: 218-748-7573 Email: cwainio@ci.mountain-iron.mn.us		
Nashwauck, City of	Benjamin DeNucci, Mayor City Hall 301 Central Avenue Nashwauck, MN 55769	Work: 218-885-1210 Fax: 218-885-1305 Email: nashwauckcityhall@mehsi.com		
North Itasca Electric Cooperative	Chris Corradi, CEO 301 S. Main Avenue P.O. Box 227 Bigfork, MN 56628	218-743-3131 ccorradi@nteci.com	Joel Karles, Staff Assistant	218-743-3131 joelk@nteci.com
Northeast Higher Education District (NHED)	Bill Maki, President 1001 Chestnut Street West Virginia, MN 55792	Work: 218-471-0016 Fax: 218-741-0017 Email: wmaki@nhed.edu	Trent Janezich, Executive Director, Advanced Minnesota	Work: 218-969-0045 Email: trent.janezich@advancedmn.org
Northeast MN Office of Job Training	Michelle Ufford, Executive Director Minnesota Workforce Center 820 North 9th Street, Suite 240 Virginia, MN 55792	Work: 218-748-2243 Toll Free: 800-325-5332 ext. 2243 Fax: 218-748-2240 Email: michelle.ufford@nemojit.org		
Northeast Technical Services, Inc.	Rick Crum, Principal 526 Chestnut Street PO Box 1142 Virginia, MN 55792	Work: 218-741-4290 Fax: 218-741-4291 Email: rcrum@nettechnical.com	Jenny Holmes	Work: 218-741-4290 Fax: 218-741-4291 Email: jholmes@nettechnical.com
Northern State Bank	William Spang, Regional Business Mgr. 213 North Main Street PO Box 258 Aurora, MN 55705-0258	Work: 218-229-2234 Fax: 218-229-2236 Email: wspang@nsbashland.com	Kyle Ellefson, Branch Manager	Work: 218-229-2234 Email: kellefson@nsbashland.com
Northland Foundation	Tony Sertich, Executive Director 610 Sellwood Building 202 West Superior Street Duluth, MN 55802	Work: 218-723-4040 Email: tony@northlandfdn.org	Michael Cotclough, Director of Business Finance	Work: 218-723-4040 Email: Michael@northlandfdn.org

6/20

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
Northspan Group, Inc. / Northland Connection	Randy Lasky, President 221 West First Street Duluth, MN 55802	Work: 218-529-7561 or 800-232-0707 Fax: 218-529-7592 Email: rlasky@northspan.org	Karl Schuettler, Director of Marketing, Research & Analysis	Work: 218-529-7564 Fax: 218-481-3899 Email: kschuettler@northspan.org
Orr, City of	Cheri Carter, Clerk/Treasurer 4429 Highway 53 PO Box 237 Orr, MN 55771	218-757-3288 orrrmn@centurytel.net	Elizabeth Cook, Deputy Clerk/Treasurer	
St. Louis County Planning and Community Development	Steve Nelson SLC Planning and Development 307 South First Street Suite 117 Northland Building Virginia, MN 55792	Work: 218-742-9561 Email: nelsonst@stlouiscountymn.gov	Barbara Hayden, Director SLC Planning and Development 100 Missabe Building 227 West First Street Duluth, MN 55802	Work: 218-725-5008 Fax: 218-725-5029 Email: haydenb@stlouiscountymn.gov
Senator Al Franken, Office of	Peter Makowski 18 Telegraph Drive Virginia, MN 55792 218-749-7600	Work: 651-728-2928 Email: Peter.Makowski@Franken.senate.gov		
Senator Amy Klobuchar, Office of	Ida Rukavina, Regional Outreach Dir. Suite 105 Olcott Plaza 820 North 9th Street Virginia, MN 55792	Work: 741-9690 Fax: 741-3692 Email: Ida_Rukavina@klobuchar.senate.gov www.Klobuchar.senate.gov		
Silver Bay, City of	Lana Fralich, City Administrator City of Silver Bay City Hall- 7 Davis Drive Silver Bay, MN 55614	Work: 218-226-4408 Fax: 218-226-4068 Email: lanaf@silverbay.com		
Tower, City of	Linda Keith, City Clerk/Treasurer Tower City Hall 602 Main Street P.O. Box 576 Tower, MN 55790	Work: 218-753-4070 Fax: 218-753-3020 Email: linda@cityoftower.com	Josh Carlson, Mayor	Work: 218-753-4070 Fax: 218-753-3020 Email: josh@cityoftower.com
UMD Center for Economic Development	Elaine Hansen UMD Center for Economic Development Duluth Technology Village 11 E. Superior Street, Suite 210 Duluth, MN 55802	Work: 218-726-6793 Fax: 218-726-6338 Toll Free: 888-387-4594 Email: ehansen@d.umn.edu	Betsy Olivanti, Business Consultant	Phone: (218)749-7752 Email: colivanti@d.umn.edu

7/00

Name of Community or Organization	Name of Main Alliance Member and Address	Main Alliance Member's Phone Number(s)/Email	Name of Alternate Alliance Member and Address	Alternate Member's Phone Number(s)/Email
University of Minnesota Extension	John Bennett 179 University Road Cloquet, MN 55720	218-726-6471 jbennett@umn.edu		
Valli Enterprises	Mike Valentine North Shore Business Enterprise Center 1313 Fairgrounds Road PO Box 248 Two Harbors, MN 55616	Work: 218-834-3384 Cell: 218-341-9678 Email: Valli.enterprises@yahoo.com		
Virginia, City of	Larry Cuffe, Jr., Mayor 327 First Street South Virginia, MN 55792	Work: 218-748-7500 Fax: 218-749-3580 Email: cuffel@virginiamn.us	Sherry Erickson Finance/HR/Safety Director	Work: 218-749-3562 Fax: 218-749-3580 Email: ericksons@virginiamn.us

8/19

8H
1/3

City of Gilbert
Request for City Council Action

Date: January 19, 2017

Issue: Local Weed Inspector

Background: St. Louis County has a new County Ag Inspector and she informed the cities that MN Dept of Ag is trying to get a better handle on counties noxious weed concerns and needs. She also informed everyone that MN Statute 18.81 Subd 2 deals with Local weed inspectors and as such the city is supposed to appoint a local weed inspector. The local weed inspector should be an individual that is knowledgeable about plants and knows what noxious weeds are.

Council Action:

City Council action is requested on this issue.

18.81 DUTIES OF INSPECTORS AND COUNTY-DESIGNATED EMPLOYEES.

Subdivision 1. [Repealed, 2009 c 94 art 1 s 107]

Subd. 1a. **Duties; county agricultural inspectors and county-designated employees.** The county agricultural inspector or county-designated employee shall be responsible for:

- (1) the enforcement provisions under sections 18.78, 18.82, 18.83, 18.84, 18.86 and 18.87; and
- (2) providing a point of contact within the county for noxious weed issues.

Subd. 1b. **County agricultural inspectors.** In addition to the mandatory duties specified in subdivision 1a, the county board must specify the responsibilities of the county agricultural inspector in the annual work plan. The responsibilities may include:

- (1) to see that sections 18.76 to 18.91 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (2) to see that sections 21.80 to 21.92 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (3) to see that sections 21.71 to 21.78 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (4) to participate in the control programs for invasive plant species, feed, fertilizer, pesticide, and plant and insect pests when requested, in writing, to do so by the commissioner;
- (5) to participate in other agricultural programs under the control of the commissioner when requested, in writing, by the commissioner to do so;
- (6) to administer the distribution of funds allocated by the county board to the county agricultural inspector for noxious weed control and eradication within the county;
- (7) to submit reports and attend meetings that the commissioner requires;
- (8) to publish a general weed notice of the legal duty to control noxious weeds in one or more legal newspapers of general circulation throughout the county; and
- (9) to be the primary contact in the county for all plant biological control agents.

Subd. 2. Local weed inspectors. Local weed inspectors shall:

- (1) examine all lands, including highways, roads, alleys, and public ground in the territory over which their jurisdiction extends to ascertain if section 18.78 and related rules have been complied with;
- (2) see that the control or eradication of noxious weeds is carried out in accordance with section 18.83 and related rules; and
- (3) issue permits in accordance with section 18.82 and related rules for the transportation of materials or equipment infested with noxious weed propagating parts.

Subd. 3. **Nonperformance by inspectors; reimbursement for expenses.** If local weed inspectors neglect or fail to do their duty as prescribed in this section, the county agricultural inspector or county-designated employee, in consultation with the commissioner, may issue a notice to the inspector providing instructions on how and when to do their duty. If, after the time allowed in the notice, the local

weed inspector has not complied as directed, the county agricultural inspector or county-designated employee may consult with the commissioner to perform the duty for the local weed inspector. A claim for the expense of doing the local weed inspector's duty is a legal charge against the municipality in which the inspector has jurisdiction. The county agricultural inspector or county-designated employee overseeing the work may file an itemized statement of costs with the clerk of the municipality in which the work was performed. The municipality shall immediately issue proper warrants to the county for the work performed. If the municipality fails to issue the warrants, the county auditor may include the amount contained in the itemized statement of costs as part of the next annual tax levy in the municipality and withhold that amount from the municipality in making its next apportionment.

History: 1992 c 500 s 7; 2003 c 128 art 3 s 21,22; 2009 c 94 art 1 s 29-31

8I
1/2

City of Gilbert
Request for City Council Action

Date: January 19, 2017

Issue: Iron Range Youth in Action request for annual conference support.

Background: The Iron Range Youth in Action organization has an annual conference. The conference fee is \$50 per student. In previous years the city of Gilbert has contributed \$100 toward the annual conference.

Council Action:
City Council action is requested on this matter.



Board
Chair, Commissioner Keith Nelson
Sixth District

Vice-Chair, Gary Skalko
Mayor of Mt. Iron

Treasurer, Chet Larson
ISD #2142 – St. Louis County Schools

Commissioner Tom Rukavina
Fourth District

Commissioner Mike Jugovich
Seventh District

Heidi Omerza
Ely City Council

Mona Putzel
ISD # 2154- Eveleth-Gilbert

Walt Hautala
ISD #2711 – Mesabi East

Rob Kutsi
City of Gilbert

Leanne Johnson
ISD #695 – Chisholm

Jeff Polcher
ISD #701 – Hibbing

Greg Manninen
ISD #706 - Virginia

Kevin Scaia
Chisholm City Council

Chip Holter
Hoyt Lakes City Council

Nevada Littlewolf
Virginia City Council

Ray Marsnik
ISD #696 – Ely

Scott Smolich
Aurora City Council

Larry Sokoloski
ISD #712 – Mt. Iron-Buhl

Tom Beaudry
City of Cook

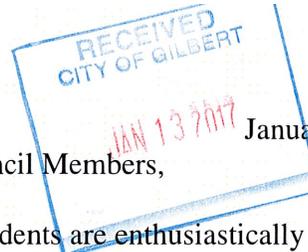
Mary Hess
Mayor of Aurora

Biwabik Township
City of Babbitt
City of Eveleth
City of Hibbing
City of Tower

St. Louis County IRYA Program Staff

Patty Swedberg, Administrator
Taryn Burnett, Coordinator
Tyler Erickson, Coordinator
Gina Olson, Information Specialist

St. Louis County Extension Office
Northland Office Center
307 1st Street South #105
Virginia, MN 55792
(218)749-7120



8 I
2/2

January 11th, 2017

Mayor Beth Milos and Gilbert City Council Members,

Iron Range Youth in Action staff and students are enthusiastically planning their 22nd Annual Young Leaders Conference: Make a Difference 2017. On February 13th, we will host 350 teens from Hibbing, Chisholm, Cherry, Ely, Eveleth/Gilbert, Mesabi East, North Woods, South Ridge, Northeast Range, Mountain Iron/Buhl and Virginia High Schools at Fortune Bay Resort. The conference educates and inspires through a variety of student-run workshops, plus a professional keynote speaker. Our goal is for student participants to recognize they can make a positive difference by becoming active in community service projects and civic events.

The conference fee is \$50 per student. Community contributions are needed to cover expenses such as the keynote speaker, curriculum materials, banquet lunch and entertainment. The St. Louis County Board is a primary sponsor of this event. We hope you will consider making a contribution, as well, in support of this great opportunity for Iron Range students. A contribution form is enclosed.

The Partners Board, St. Louis County Iron Range Youth in Action, and Iron Range High Schools Advisors and Students are excited to be part of this educational event. Feel free to contact us with any questions about IRYA activities or the conference.

Thank You for your continued commitment to the youth of the Iron Range!

Sincerely,

Partners Board of Northern St. Louis County
St. Louis County Iron Range Youth in Action Program



Contact Information:

www.irya.org

Phone: (218) 966-9061 or (320) 808-6731 or (218) 471-7598

Email: burnett2@stlouiscountymn.gov or olsong1@stlouiscountymn.gov or ericksont@stlouiscountymn.gov

Eveleth/Gilbert IRYA projects include:

- 24 students from Eveleth/Gilbert attended the 2016 Make a Difference Conference and some hosted a presentation.
- Eveleth/Gilbert students visit nursing homes, volunteer at the American Lung Association Booth at the Louis County Fair, and have an active role in most of the IRYA projects across the Range.
- Participate in Holiday Gift Wrapping at the Thunderbird Mall.
- Take part in an annual food drive.

What else do IRYA participants do? Here's a sampling of recent projects:

- Volunteer with community service organizations and events: Adopt-A-Highway Clean-Up, Bentleyville, Service Projects with the Salvation Army locations across the Iron Range, Pepsi Challenge, Range Mental Health Dinner, United Way, Project Warmth, Eveleth Foundation, Mesabi Humane Society, Festival of Trees, Ruby's Pantry, Community Connect, Memorial Blood Drives, Dustin Damm Memorial Walk and Field of Screams.
- Holiday gift wrapping, nursing home visits, recycling programs, Kids Voting, American Lung Association booth at the St. Louis County Fair, School Dances, Lymphoma/Leukemia Fundraisers and Lobbying Day at the State Capitol.
- Volunteer with Habitat for Humanity projects across the Iron Range.
- Service Learning Trip to the Twin Cities, volunteering at Salvation Army and Ronald McDonald House.
- IRYA Holiday Food Drive –organized food drives in area schools and distributed to food shelves benefiting our local communities.
- Bullying education in area schools.
- Cardboard Box City at Biwabik Pavilion to raise awareness and funds for the homeless.

8
J

City of Gilbert
Request for City Council Action

Date: January 19, 2017

Issue: City Council liaison to Safety Committee

Background: The Safety Committee is requesting a member of the City Council to be a liaison to the Safety Committee, Meetings are held during the day, 12:45 pm to 2:00 pm . The Committee attempts to meet quarterly.

Council Action:
City Council action is requested on this issue.

City of Gilbert
Request for City Council Action

8K
1/5

Date: January 20, 2017

Issue: Newly Elected Officials 2017 Leadership Conference

The Bloomington site registration is full so the only session still available for registration is February 24-25 at Cragun's Resort & Hotel on Gull Lake in Brainerd.

Please let me know if any of you would like me to register you for this very valuable training.

Newly Elected Officials: 2017 Leadership Conference

2/5



REGISTER TODAY! (Link to: <https://mylmc.lmc.org/ebusiness/ProductCatalog/Product.aspx?ID=2568>)

Get off to a strong start in your new city leadership role by attending Minnesota's only comprehensive training opportunity for newly elected city officials!

In just two days you will:

Understand your role in leading and governing your city

Learn about your legal responsibilities and how to avoid common pitfalls

Get tips and tools for working effectively with your citizens, city staff, and elected official colleagues

Network with other newly elected city officials from around the state

Discover how the League of Minnesota Cities can help you with the everyday challenges of elected office

Tips on how to make the most of your conference experience (Link to: <http://www.lmc.org/page/1/tips-newlyelectedconf17.jsp>)

Join us to get the information and resources you'll need to succeed as a new city leader!

—Agenda (Link to: <http://www.lmc.org/page/1/agenda-newlyelected17.jsp>)

—Hotel Information (Link to: <http://www.lmc.org/page/1/hotel-newlyelected17.jsp>)

—**Fee:** \$325 per person (does not include lodging)

Dates/Locations:

Jan. 20-21—Mankato

Courtyard by Marriott Hotel & Event Center

901 Raintree Road (view map ([Link to: https://goo.gl/maps/EkkgFFWeFeM2](https://goo.gl/maps/EkkgFFWeFeM2)))

Mankato, MN 56001

(507) 388-1234

Note: Registration for this location is now full.

Jan. 27-28—Bloomington

Hilton Minneapolis/St. Paul Airport Mall of America

3800 American Boulevard East (view map ([Link to: https://goo.gl/maps/dJGmyJ5fsr82](https://goo.gl/maps/dJGmyJ5fsr82)))

Bloomington, MN 55425

(952) 854-2100

Note: Online registration for this location closes on Jan. 24.

This is now full

Feb. 24-25—Brainerd

Cragun's Resort & Hotel on Gull Lake

11000 Craguns Drive (view map ([Link to: https://goo.gl/maps/tjZVobvULpD2](https://goo.gl/maps/tjZVobvULpD2))

Brainerd, MN 56401

(218) 825-2852

Note: Online registration for this location closes on Feb. 21.

3/5

Your LMC Resource

Contact Jamie Oxley

Training Program Coordinator

(651) 281-1250 or (800) 925-1122 joxley@lmc.org ([Link to: mailto:joxley@lmc.org](mailto:joxley@lmc.org))

*If you have special accommodation needs (dietary/mobility), please contact **Jamie Oxley** using the contact information above.*

Cancellation Policy

All cancellation requests must be in writing, emailed or faxed 7 days prior to the conference and are subject to a \$50 handling fee. All unpaid registrations not cancelled 7 days in advance will be billed at the full conference rate; no refunds will be made.

Meet our city vendors!

Agenda

4
/5

Newly Elected Officials: 2017 Leadership Conference

FRIDAY

- 9 a.m.
Registration Opens
- 10 a.m.
Conference Welcome & Comments from LMC Executive Director
- 10:30 a.m.
The Big Picture: Your Role as a City Leader
Kathleen Novak, Faculty Member, Business and Government, University of Denver; Former Mayor, Northglenn, CO; and Former President, National League of Cities
Start the conference with a 20,000-foot view of your responsibilities as a new city official. Get insights into the dynamic tensions of public office—and how to broaden your perspective to balance your goals with the best interests of the community.
- 12 p.m.
Lunch for New Mayors
Lunch for All Other Attendees
- 1:30 p.m.
What City Councils Can & Cannot Do
Korine Land, Attorney, Levander, Gillen and Miller
City officials are both empowered and confined by law in their responsibilities. Take a practical look at a city council's authority and limitations, what to keep in mind as you deal with common issues and decisions, and where to go for help when you need it.
- 4:30 p.m.
Day One—Recap and Reflection
Talk with a small group about key insights, ideas, and other take-aways from your first day.
- 5 p.m.
Social Hour and Networking
Use this opportunity to relax and meet elected officials from neighboring cities—network and enjoy!
- 6 p.m.
Dinner
- 7 p.m.
Adjourn

SATURDAY

- 8:30 a.m.
Finance Fundamentals: How to Use Your Budget Toolkit
Bruce DeJong, Finance Director, City of Shorewood
Get steady on your financial feet as you learn the “nuts and bolts” of city finance and your role in the budget process. Find out how to identify key issues and risks, and use your city budgeting toolkit to meet your city's goals.
- 10:30 a.m.
Break
- 10:45 a.m.
Making Decisions That Are Legal, Ethical, and Transparent
Tim Kuntz, Attorney, LeVander, Gillen and Miller
Explore the ethical responsibilities and legal realities of public office. Learn about the open meeting law, data practices, conflict

of interest, the Minnesota gift law, and personal liability—and how to avoid legal landmines and negative perceptions that could get you and your city in trouble.

12:15 p.m.

Lunch

5/5

1:15 p.m.

Making Decisions That Are Legal, Ethical, and Transparent, cont. (continued)

2:45 p.m.

Creating More Collaborative Councils

Kathleen Novak, Faculty Member, Business and Government, University of Denver; Former Mayor, Northglenn, CO; and Former President, National League of Cities

Governing your city is hard work. It requires effective communication and collaboration—among councilmembers, and between city officials and those in the community. Discover how better communication, effective meeting management, and authentic and inclusive public engagement can help you successfully lead your city.

3:45 p.m.

Adjourn

REGISTER TODAY! (Link to: <https://mylmc.lmc.org/ebusiness/ProductCatalog/Product.aspx?ID=2568>)

Your LMC Resource

Contact Jamie Oxley

Training Program Coordinator

(651) 281-1250 or (800) 925-1122

joxley@lmc.org (Link to: <mailto:joxley@lmc.org>)

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(Link to: <http://www.lmc.org/ads/105504>)

City of Gilbert
Request for City Council Action

10 A
1/4

Date: January 20, 2017

Issue: Acknowledge Receipt of the Housing and Redevelopment Authority of Gilbert, MN
Financial Statements

Background: The city of Gilbert has no financial connection to the Gilbert HRA, only approving the appointments to the board of commissioners.

Council Action:

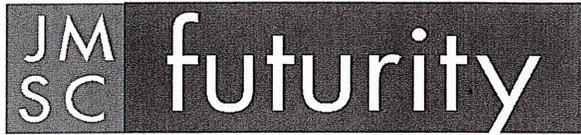
City Council action is requested to acknowledge receipt by the city of the Financial Statements for the Housing and Redevelopment Authority of Gilbert MN for the year ended June 30, 2016.

2/4

**HOUSING AND REDEVELOPMENT AUTHORITY OF GILBERT
GILBERT, MINNESOTA**

**FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2016



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3/4

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Housing and Redevelopment Authority of Gilbert
Gilbert, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the Housing and Redevelopment Authority of Gilbert (the Authority) as of and for the year ended June 30, 2016 , and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Housing and Redevelopment Authority of Gilbert as of June 30, 2016, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

4/4

Board of Commissioners
Housing and Redevelopment Authority of Gilbert

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, financial data schedule and statement and certification of actual modernization costs are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying supplementary information including the schedule of expenditures of federal awards, financial data schedule and statement and certification of actual modernization costs is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2016 on our consideration of the Housing and Redevelopment Authority of Gilbert's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Housing and Redevelopment Authority of Gilbert's internal control over financial reporting and compliance.

Johnson Mattson Smail + Cavanaugh, PLLC

Johnson, Mattson, Smail & Cavanaugh, PLLC
St. Louis Park, Minnesota
December 28, 2016

City of Gilbert
Safety Committee meetings
January 18, 2017

10B
1/4

Old Business/Updates:

- **1-18-17** - All affected employees will be notified to get their respiratory medical evaluation. Fire Department commented on the need to have their staff trained and fit tested in conjunction with Public Works training this year.
- Committee asks Terah to call League for information on electrical panel excess, whether there is a need for locks or signage on all City panels where public can excess them.
League email reply:
The use of PPE while welding is certainly important. I have attached a PPE and welding/cutting safety and health fact sheet for your reference and training needs. I would also recommend the video #356 entitled "Welding: Safe Work with Hot Work." It is available free of charge for you to be checked out and the instructions for doing so are below and attached. Lastly, I have also attached the OSHA guide on PPE. Welding operations start on page 12.
-Committee addressed the issues at hand and will order the Welding video.
- WWTP is also looking into a CO2 alarm for the aerobic building due to history of CO2 alarms being set off 2013 by boiler in basement.
11-2016 Council approved Waste Water Treatment plant renovation which will fix all these issues within the next three years.
- SDS (Safety Data Sheets) books - Due to concern about making OSHA compliance, the Committee recommends Council to put the heads of each department responsible for putting together their departments SDS binders and maintaining them (for the 2015 turn over MSDS (Material Safety Data Sheets) to SDS) .
Trudy found that manufactures have till June 1 2015 to update their systems and the City has till June 2016 to then be fully compliant with HazCom2012.
1-18-17 - 80% of the Water/Waste Water and Public Works Garage finished. Other department heads are proceeding as time allows. A need to order some materials to finish the books is in process.
- Emergency Evaluation plan and building specs - - working on this evaluation (Food Shelf). Committee will look into agencies that would be able to complete the City's Emergency Plan Master and for each City building. MacNeil has been able to guide us but they have not been contracted to write out plan.
Nicole has a computer program she learned about to start the City on an Emergency Plan. Will start with single email account and work on by department.

2/4

Steve has set up email account for departments to start program completion.

Marc and Ty are looking at upcoming EOP updates/plans. Marc has been sent us Mt. Irons EOP and we will get this information out to all heads of departments, safety committee, Mayor, Council members to have a meeting in June 2016 to address plan of action.

1-18-17 Immediate action is asked by the safety committee to get an emergency contact list for all departments. Asking Ty for a template.

1-18-17 Discussion on call out for water/wastewater dept. for safety concerns in certain situations, to call out a second person when needed.

- 2014, Sammy will train the staff on fire extinguishers. Also to have Jamnick give us building drawings with names of placement of each fire extinguishers so every building will have a copy of where each extinguisher is.
Training will take place when MacNeil has AWAIR training this year.
- Old Business: In February 2013, Minnesota Municipal Utilities Association advised that the Waste Water Plant should, for safety reasons alone, have a separate eat/drink/wash room for normal everyday and emergency wash purposes. This was approved but has not been addressed. **Approval of council** and safety issues were noted on the Wastewater Engineers Stantec (form available).
11-2016 Council approved Waste Water Treatment plant renovation which will fix all these issues within the next three years.
- MN Rural Water conducted a smoke test at the WWTP (Ventilation issues)
1-7-15 Sammy looking into sealing of all drains/holes leaking into control/chlorine room.
Summer 2015 Update: Awaiting Council decision on new plant design to address all safety issues.
9-2-15 Sammy and operators will look at a trap to install
11-2016 Council approved Waste Water Treatment plant renovation which will fix all these issues within the next three years.
- Suggestion from Debbi to put a grated or screened door on the WWTP's boiler room attached to the Aeration unit. Doing so help on overall condensation of moisture throughout building. Help keep anyone from accidently falling down as well.
11-2016 Council approved Waste Water Treatment plant renovation which will fix all these issues within the next three years.
April 2015 Operators have a caution sign on door for now.
- 2014 Bob Garrity suggested bringing in employees at our monthly meeting to get feedback on how/what safety issues each individual may have. Terah has asked Garage Crew if anyone would be interest to fill Sammy's spot in his absence. Need names from Sammy.

9-2-15 Committee will alternately request each department to attend a safety meeting.

1-18-17 Sammy appointed Kevin to come next safety council meeting discuss any Community Center/ Rec Center safety issues for concern.

*1-18-17 Committee is requesting to have a Council member appointed to join Quarterly (more if needed) safety committee meetings. These are held in the afternoon between 12:45 and 2pm. Please give Debbi name or names of members that will join and they will receive emails, of times and dates two weeks prior to each meeting.

- Chainsaw Training and CPR and cutting around power lines training. –looking into hands on intensive trainings.
Update: Debbi found chainsaw training online at MN Department of Labor and Industry. Information given to Sammy for scheduling training.
9-2-15 Committee will announce training to the camp ground as well as public works this winter/spring 2016.
1-18-17 after looking through MN Dept. or Labor for trainings, Sammy will look for other qualified trainers as well.

New Business:

- 1-18-17 Committee is requesting to have a Council member appointed to join Quarterly (more if needed) safety committee meetings. These are held in the afternoon between 12:45 and 2pm. Please give Debbi name or names of members that will join and they will receive emails, of times and dates two weeks prior to each meeting.
- Review MacNeil’s mock OSHA/Asbestos walk through this February/September.
Committee agreed that we will call Lynn Mihelick, MacNeil’s new account manager, to go over all the OSHA mock inspections prior from last year and all the Asbestos flagged areas in question with Sammy.

A committee member will join a meeting with the League of Cities collaboration with MMUA on their safety training costs and options of service.

Contracted Services discussion on hiring our annual fire extinguisher inspections. Sammy will call quotes for services.

Emergency Exit lights for Water Plant discussed due to mock OSHA inspection report. Sammy can figure out a plan to have City electrician get that in compliance.

Safety Grant Program discussed on getting an up to date list on our OSHA inspection report needed items. We have submitted this paperwork the last two years and have been successful one. Nicole will look into the paperwork for this year.

Waste Water and Water Plant operations are requesting 2-4 radios for confined space permit entry and also for emergency call outs. Marc said Steve should have a few to cover that need. Terah will contact Steve.

Fire Department will schedule a tour of Water/Wastewater facilities, on one of their Monday meetings.

Meeting with Department Heads was held Jan 18- 2017 on the OSHA mock inspections done by MacNeil. Committee agreed that we will call Lynn, MacNeil's account manager, to go over all the OSHA mock inspections prior from last year and all the Asbestos flagged areas in question with Sammy.