

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA
September 16, 2024 – 7:00 pm

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
Any additions, deletions, modifications to the agenda will be done at this time.
- D. COUNCIL MEETING MINUTES
 - a. Consider Approving Minutes from August 19, 2024 Regular Council Meeting and the work session meetings before and after the Council Meeting.
- E. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
 - a. William Nibbe, Candidate for Wright County Commissioner District 5
 - b. Howard Lake Water Quality Study Presentation
- F. CITIZEN INPUT
- G. COUNCIL/COMMITTEE REPORT
- H. DEPARTMENT REPORTS
- I. CONSENT AGENDA
 - a. Consider Accepting all Reports & Payment of Claims.
 - b. Consider Clean Up Day Dates and Fees.
 - c. Consider Approving JPA with the BCA for Prosecuting Attorney and Data Services Subscriber Amendment to CJDN.
 - d. Consider Approving Lease for Election Equipment with Wright County.
- J. NEW BUSINESS
 - a. Consider Resolution 24- Approving Preliminary General Fund Budget and Levy for 2025.
- K. OLD BUSINESS
- L. ADMINISTRATOR'S REPORT
- M. ADJOURN

A workshop of the full city council will follow the regular city council meeting.

CITY OF HOWARD LAKE

CLAIMS & DONATIONS APPROVED

DATE - SEPTEMBER 24, 2024

GENERAL FUND	CHECKS: 63104 - 63267	\$554,695.03
PAYROLL	27595-27612, 503559-503615	\$71,499.76
ELECTRONIC	1747-1770	\$72,482.18
TOTAL		\$698,676.97

AMBULANCE CLMS	CHECKS: 6117-6122	\$4,929.16
ELECTRONIC		
TOTAL		\$4,929.16

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Checks 08/19/24-09/12/2024

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
1747e	INTERNAL REVENUE SERVICE	8/20/2024	\$8,545.36
1748e	MN DEPT OF REVENUE	8/20/2024	\$1,713.05
1749e	PERA	8/20/2024	\$7,665.80
1750e	LEAP-WEX	8/20/2024	\$1,135.08
1753e	AUTHNET GATEWAY BILLING	8/26/2024	\$25.00
1754e	WEX HEALTH INC	9/4/2024	\$1,112.58
1755e	CITIZENS ALLIANCE BANK	9/4/2024	\$30.00 ACH Origination Batch Fee
1756e	NCR SECURE PAY	9/4/2024	\$164.70
1757e	KWIK TRIP INC.	9/4/2024	\$387.14
1758e	PSN	9/4/2024	\$739.37
1759e	MN DEPT OF REVENUE	9/4/2024	\$12,178.00 Water/Garbage Sales Tax
1760e	PAYA	9/4/2024	\$135.80 Howard Lake MN ELEC Fee
1761e	HEARTLAND PYMT SERVICES	9/4/2024	\$3,237.88 July Bank Statement
1762e	AETNA HEALTH	9/4/2024	\$13,064.62
1763e	INTERNAL REVENUE SERVICE	9/5/2024	\$10,987.27
1764e	MN DEPT OF REVENUE	9/5/2024	\$1,881.43
1765e	PERA	9/5/2024	\$8,283.91
1766e	LEAP-WEX	9/5/2024	\$1,135.08
1767e	THE LINCOLN NATIONAL LIFE IN	9/6/2024	\$0.01 Difference between Transactions and July Ban
1768e	INTERNAL REVENUE SERVICE	9/6/2024	\$0.10 Difference between Transactions and July Ban
1770e	CITY OF BUFFALO	9/6/2024	\$60.00 ACCT# 26-022950-00
27595	GOEPFERT, THOMAS	8/23/2024	\$370.05
27596	CHAFFINS, GORDON	8/23/2024	\$273.03
27597	HARTNECK, SEAN M.	8/23/2024	\$323.54
27598	DEITER, JASON	9/6/2024	\$1,154.37
27599	KUTZ, TOM	9/6/2024	\$1,154.37
27600	ZIMMERMAN, PETER A	9/6/2024	\$1,616.12
27601	GOEPFERT, THOMAS	9/6/2024	\$524.82
27602	DICKENS, CHRISTENA M	9/6/2024	\$183.21
27603	DRUSCH, JACOB D	9/6/2024	\$359.54
27604	MAGES, ALEX	9/6/2024	\$138.52
27605	PETERSON, JEREMY	9/6/2024	\$161.46
27606	ROKOLA, MARQUESE W	9/6/2024	\$356.72
27607	STOLL, ERIC	9/6/2024	\$311.30
27608	WIECH, KYLE	9/6/2024	\$161.46
27609	BONNICK, STEVEN	9/6/2024	\$734.33
27610	CHAFFINS, GORDON	9/6/2024	\$532.42
27611	HARTNECK, BEAU P.	9/6/2024	\$265.84
27612	HARTNECK, SEAN M.	9/6/2024	\$315.84
63104	AMAZON CAPITAL SERVICES	8/23/2024	\$617.46 Flash Drives
63105	BREAKTHRU BEVERAGE	8/23/2024	\$447.71 Liquor
63106	CAPITOL BEVERAGE SALES	8/23/2024	\$4,351.44 Liquor
63107	COKATO PARTS CITY	8/23/2024	\$16.99 Screwdriver BT ST
63108	DAHLHEIMER BEVERAGE GREE	8/23/2024	\$5,106.79 Beer
63109	EARL F ANDERSON, INC	8/23/2024	\$139.30 Sign
63110	EARTHLINK INC	8/23/2024	\$18.26 Telephone Service
63111	NICK HAGGENMILLER	8/23/2024	\$432.87 Cell Allowance
63112	HL PIT STOP	8/23/2024	\$390.00 Fuel
63113	JOE'S SPORT SHOP	8/23/2024	\$1,170.50
63114	JOHNSON BROTHERS LIQUOR C	8/23/2024	\$2,517.13 Liquor
63115	MYRA LAWAY	8/23/2024	\$65.00 Cell Allowance
63116	MARCO	8/23/2024	\$435.99
63117	DEBRA MCALPINE	8/23/2024	\$65.00 Car Allowance
63118	MEDIACOM LLC	8/23/2024	\$294.90 Individual Services

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	Name	Check Date	Check Amt	
63119	JARED MERGES	8/23/2024	\$65.00	Cell Allowance
63120	METRO WEST IRRIGATION	8/23/2024	\$449.95	Toro 640 Large Turf Head & PVC Swing Joint
63121	MIDWEST MACHINERY CO	8/23/2024	\$77.29	Blade for John Deere Equipment
63122	MINN DEPARTMENT OF HEALTH	8/23/2024	\$1,882.00	3 Qttr Water connection fee
63123	MN VALLEY TESTING LAB, INC	8/23/2024	\$52.75	Water Testing
63124	NCPERS GROUP LIFE INS	8/23/2024	\$48.00	August 2024
63125	NELSON ELECTRIC MOTOR REP	8/23/2024	\$17,780.00	Removed old bad rail systems and installed ne
63126	JIM OTTENSTROER	8/23/2024	\$65.00	Cell Allowance
63127	PAUSTIS WINE COMPANY	8/23/2024	\$461.00	Wine
63128	PHILLIPS WINE & SPIRITS	8/23/2024	\$845.97	Liquor
63129	PLUNKETT'S PEST CONTROL	8/23/2024	\$205.19	Fire Barn
63130	CLAYTON PRESTIDGE	8/23/2024	\$65.00	Cell Allowance
63131	ROERS AND SONS WELDING AN	8/23/2024	\$3,085.00	Pickle Ball Court Repairs
63132	SOUTHERN GLAZER WINE & SPI	8/23/2024	\$1,276.51	Wine Credit
63133	VINOCOPIA, INC	8/23/2024	\$409.75	Liquor
63134	VISA	8/23/2024	\$11,564.67	R&M Vehicles
63135	BCI CONSTRUCTION INC.	8/23/2024	\$4,573.00	Final Application on New Library Project
63136	BKV GROUP	8/23/2024	\$3,821.10	Professional Services Through 8/10/2024
63137	BUILDING MATERIAL SUPPLY, IN	8/23/2024	\$2,753.06	Final Application on New Library Project
63138	CONTEGRITYGROUP	8/23/2024	\$4,855.30	On Site Supervision and Reimbursables
63139	GRAZZINI BROTHERS AND COM	8/23/2024	\$4,754.75	Application #6 on new library project
63140	HALLBERG ENGINEERING	8/23/2024	\$4,410.00	Professional Services through June 30, 2024
63141	HEARTLAND GLASS CO. INC.	8/23/2024	\$15,181.20	Final Application on New Library Project
63142	HIGH PERFORMANCE COATING	8/23/2024	\$3,742.10	Application #3 on new library project
63143	McDOUGALL MOLLY	8/23/2024	\$5,250.00	Remainder due on custom mural for new librar
63144	MCDOWALL COMPANY	8/23/2024	\$15,186.80	Final Application on New Library Project
63145	MID CENTRAL DOOR	8/23/2024	\$6,898.05	Final Application on New Library Project
63146	NEW LOOK CONTRACTING, INC	8/23/2024	\$21,138.25	Final Application
63147	PROGRESSIVE BUILDING SYST	8/23/2024	\$1,738.74	Application #6 on new library project
63148	RICE LAKE CONSTRUCTION GR	8/23/2024	\$29,112.50	Final Application on New Library Project
63149	SMB OF MINNESOTA	8/23/2024	\$4,200.00	Final Application on New Library Project
63150	WOODSIDE INDUSTRIES	8/23/2024	\$6,651.05	Final Application on New Library Project
63151	WOODSIDE INDUSTRIES	8/23/2024	\$130.00	Shop Drawings and engineering services
63152	FIRST SECURITY BANK HENDRI	8/29/2024	\$5,100.00	2021 GO BOND - INTEREST
63153	AMAZON CAPITAL SERVICES	8/29/2024	\$22.57	Desk File Organizer
63154	ARVIDSON, EMMA KAYE & ZACH	8/29/2024	\$35.00	Swimming Lessons Reimbursement for Crosby
63155	BERG, MICHELE	8/29/2024	\$200.00	Election Day Hours Worked and Training Hour
63156	BOBROWSKE KEITH	8/29/2024	\$65.00	Monthly Cell Phone Allowance - August
63157	BREAKTHRU BEVERAGE	8/29/2024	\$2,840.74	Liquor Costs
63158	CAPITOL BEVERAGE SALES	8/29/2024	\$1,477.50	Beer
63159	CENTERPOINT ENERGY	8/29/2024	\$258.87	Fire department Account 5970429
63160	CINTAS	8/29/2024	\$271.61	SSEC Traffic Mats
63161	CROW RIVER WINERY	8/29/2024	\$361.20	Wines-APIary and Apple Cranberry
63162	DAHLHEIMER BEVERAGE GREE	8/29/2024	\$5,217.35	Beer - Variety
63163	DONAHUE, MICHELLE	8/29/2024	\$200.00	Election Day Hours Worked and Training Hour
63164	TRACI DRAKE	8/29/2024	\$350.00	Election Day Hours Worked and Training Hour
63165	FIE, KYLEE	8/29/2024	\$200.00	Election Day Hours Worked and Training Hour
63166	FREY, RHONDA	8/29/2024	\$245.00	Election Day and Training Hours
63167	GEHRKE, JUDITH	8/29/2024	\$15.65	Overpayment on water utility bill account 00-00
63168	BARBARA GUENIGSMAN	8/29/2024	\$220.00	Election Day Wages and Training Hours
63169	GUSTAFSON DEREK	8/29/2024	\$150.74	Overpayment on utility bill account # 00-00000
63170	HAWKINS, INC	8/29/2024	\$10.00	Chlorine Cylinder 150LB
63171	JOHNSON BROTHERS LIQUOR C	8/29/2024	\$2,142.40	New Amsterdam Pink Whitney 50ml
63172	JUDE, SUSAN	8/29/2024	\$200.00	Election Day Hours Worked and Training Hour
63173	LEIGHTRONIX, INC	8/29/2024	\$3,576.00	One Year Streaming Service and Video VieBit

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	Name	Check Date	Check Amt	
63174	MARKS, DAVID	8/29/2024	\$200.00	Election Day Hours Worked and Training Hour
63175	MEDIACOM LLC	8/29/2024	\$156.90	Account #8384923160090330 Liquor Store
63176	MENARDS-BUFFALO	8/29/2024	\$584.28	Boards and bolts for electrical panel box constr
63177	METRO WEST INSPECTION SER	8/29/2024	\$8,041.43	Finalized Permits for August 2024
63178	MIDWEST MACHINERY CO	8/29/2024	\$228.19	Spindle for mower
63179	MILLER, HEATHER	8/29/2024	\$200.00	Election Day Hours Worked & Training Hours
63180	MN VALLEY TESTING LAB, INC	8/29/2024	\$105.50	Coliform MF Water and Pick up charge
63181	MUMFORD SANITATION	8/29/2024	\$11,965.01	COMPOST LEASE
63182	PAUMEN COMPUTER SERVICES	8/29/2024	\$1,252.48	Microsoft Upgrade - Product
63183	PHILLIPS WINE & SPIRITS	8/29/2024	\$573.38	Crown Royal Whiskey Sour & Windsor Travl
63184	PLUNKETT'S PEST CONTROL	8/29/2024	\$81.36	Service Location #846103 Liquor Store
63185	REMER, TANYA	8/29/2024	\$60.00	Election Day Trainings
63186	SECURITY BANK & TRUST	8/29/2024	\$14,493.83	Loan interest on loan #407241
63187	SOUTHERN GLAZER WINE & SPI	8/29/2024	\$2,172.06	Svedka Vodka, Margarita, Rum, McMasters, W
63188	THE HOME CITY ICE COMPANY	8/29/2024	\$452.12	Ice delivery 7lb bags (95) 20lb bags (63)
63189	TIMMYS PUB CLUB, LLC	8/29/2024	\$40.00	Reeds and Rushes Tap/coupler/line cleaning
63190	U.S. POSTAL SERVICE	8/29/2024	\$350.00	Permit #2 Fee USPS Marketing Mail
63191	VERIZON	8/29/2024	\$120.03	
63192	VIKING COCA-COLA	8/29/2024	\$697.15	HLWS Pop/Mixes
63193	VINOCOPIA, INC	8/29/2024	\$98.50	Sweet B** Black Cherry Moscato
63194	WASTEWATER COMMISSION	8/29/2024	\$62,661.86	Total Forsman WWTP Discharge Fee
63195	WANDA WERNER	8/29/2024	\$245.00	Election Day and Training Hours
63196	WRIGHT COUNTY LICENSE CEN	8/29/2024	\$8,031.69	License and Taxes for 2024 Mack Plow Truck
63197	WRIGHT COUNTY MAYORS ASS	8/29/2024	\$300.00	2024 Dues
63198	WRIGHT HENNEPIN ELECTRIC	8/29/2024	\$22,632.00	Electric Service
63199	WSB	8/29/2024	\$1,977.75	Professional Services July 1, 2024-July 31, 202
63200	ABDO FINANCIAL SOLUTIONS	9/6/2024	\$7,916.67	Professional Management Services for Septem
63201	AIR-PRO HEATING & COOLING L	9/6/2024	\$12,016.00	Replacement of air conditioning and heating un
63202	AMAZON CAPITAL SERVICES	9/6/2024	\$507.85	Medical Kit Refill Items at city hall
63203	BANYON DATA SYSTEMS INC	9/6/2024	\$395.00	
63204	BOBROWSKE KEITH	9/6/2024	\$65.00	September Cell Phone Allowance
63205	BOLTON & MENK, INC	9/6/2024	\$72,848.10	Water Quality Planning Professional Services
63206	BREAKTHRU BEVERAGE	9/6/2024	\$2,129.70	Jack Daniels Whiskey & Miles London Gin
63207	C & L DISTRIBUTING	9/6/2024	\$292.60	Beer
63208	CAPITOL BEVERAGE SALES	9/6/2024	\$5,596.35	Beer
63209	CENTERPOINT ENERGY	9/6/2024	\$184.32	603 8th Ave-Acct #8266449-1
63210	CENTURYLINK	9/6/2024	\$635.99	Acct #313687712 Fire Station
63211	DAHLHEIMER BEVERAGE GREE	9/6/2024	\$11,199.85	Beer
63212	ESS BROTHERS & SONS, INC	9/6/2024	\$1,539.00	R&M Structures
63213	GOPHER STATE ONE-CALL, INC	9/6/2024	\$88.65	59 Fax Tickets and 9 Locates
63214	NICK HAGGENMILLER	9/6/2024	\$365.00	Cell Allowance
63215	HERALD JOURNAL PUBLISHING	9/6/2024	\$70.30	Publishing Public Hearing
63216	HOWARD LAKE-WAVERLY-WINS	9/6/2024	\$3,475.70	Staffing Wages
63217	IUOE LOCAL 49 FRINGE BENEFI	9/6/2024	\$48.00	Weekly Dues
63218	JOE'S SPORT SHOP	9/6/2024	\$1,505.44	PD Gas Slip #957148
63219	JOHNSON BROTHERS LIQUOR C	9/6/2024	\$2,196.22	High Noons
63220	MYRA LAWAY	9/6/2024	\$270.96	Cell Allowance
63221	MARCO TECHNOLOGIES LLC	9/6/2024	\$579.40	City of Howard Lake Phones
63222	DEBRA MCALPINE	9/6/2024	\$65.00	Car Allowance
63223	JARED MERGES	9/6/2024	\$65.00	Cell Allowance
63224	JIM OTTENSTROER	9/6/2024	\$65.00	September Cell Allowance
63225	PHILLIPS WINE & SPIRITS	9/6/2024	\$2,713.25	Misc Liquors
63226	PRECISION UTILITIES	9/6/2024	\$6,740.00	Water Lines R&M
63227	CLAYTON PRESTIDGE	9/6/2024	\$65.00	Cell Allowance
63228	STREICHER'S	9/6/2024	\$65.98	Replacement Spikes Stinger Series (10/pk)

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	Name	Check Date	Check Amt	
63229	TACTICAL SOLUTIONS	9/6/2024	\$165.00	Certification of Radar Units
63230	TK ELEVATOR	9/6/2024	\$555.66	Elevator Maintenance Historic City Hall
63231	T-MOBILE	9/6/2024	\$342.38	September Bill
63232	ULINE	9/6/2024	\$620.78	Library Supplies
63233	USA BLUEBOOK	9/6/2024	\$1,015.28	Supplies and chemicals
63234	AMAZON CAPITAL SERVICES	9/11/2024	\$15.98	Electric Pencil Sharpener
63235	BBG LAW	9/11/2024	\$1,666.67	Prosecution Services
63236	BELLBOY CORPORATION	9/11/2024	\$1,543.30	Liquor
63237	BOBBING BOBBER BREWING C	9/11/2024	\$65.94	Crappie Flop IPA and Oktoberfest
63238	BREAKTHRU BEVERAGE	9/11/2024	\$437.05	Line 39 Wines
63239	CHARLSON, JOEL	9/11/2024	\$900.00	Driveway Escrow Reimbursement
63240	CINTAS	9/11/2024	\$141.40	LIBRARY
63241	COKATO MOTOR SALES, INC	9/11/2024	\$5,904.90	Transmission Repair on 2016 Chevrolet Tahoe
63242	COURI, & RUPPE, P.L.L.P.	9/11/2024	\$2,170.00	917 7th Ave Enforcement
63243	DAHLHEIMER BEVERAGE GREE	9/11/2024	\$3,976.50	Beer
63244	DEHMER, MARIE & MICHAEL	9/11/2024	\$400.00	Reimbursement for unused keg at event 8/30/2
63245	EZ DOCK & LIFT LLC	9/11/2024	\$450.00	Labor to Barge out patio and reinstall dock with
63246	FINKEN WATER CENTERS	9/11/2024	\$13.80	Water cooler rentals
63247	GALLS LLC	9/11/2024	\$282.00	Howard Lake Reserve Uniforms
63248	HALLSTROM, JASE	9/11/2024	\$900.00	Driveway Escrow Reimbursement
63249	HERALD JOURNAL PUBLISHING	9/11/2024	\$366.30	HL Annual Disclosure Report
63250	INTL UNION OF OPERATING EN	9/11/2024	\$105.00	
63251	JOHNSON BROTHERS LIQUOR C	9/11/2024	\$2,059.97	Gray Whale Gin
63252	KWIK TRIP INC.	9/11/2024	\$287.47	Police Dept Fuel
63253	MARCO	9/11/2024	\$435.99	Copier Fees and Frieght Fee
63254	MRWA	9/11/2024	\$300.00	Wastewater Refresher Course for Jim Ottenstr
63255	MUMFORD SANITATION	9/11/2024	\$4,981.55	Spring Clean up Days 2024 May 9-11
63256	NELSON ELECTRIC MOTOR REP	9/11/2024	\$21,396.00	Lift Station #11 Repair
63257	PAUSTIS WINE COMPANY	9/11/2024	\$1,175.50	
63258	PHILLIPS WINE & SPIRITS	9/11/2024	\$862.11	Buzzballz, Capt Morgan, Revel Stoke
63259	PREMIUM WATERS- WILLMAR	9/11/2024	\$135.22	Water at HL Wine and Spirits
63260	REEDS AND RUSHES	9/11/2024	\$2,373.81	Gratuity Reimbursement for July and August 2
63261	ROERS AND SONS WELDING AN	9/11/2024	\$350.00	Library Book Cart Material and Labor
63262	SOUTHERN GLAZER WINE & SPI	9/11/2024	\$1,227.31	Liquor
63263	VIKING COCA-COLA	9/11/2024	\$246.35	Mixers
63264	VINOCOPIA, INC	9/11/2024	\$534.50	Noteworthy Bourbons
63265	XCEL ENERGY	9/11/2024	\$10,460.27	700 8th Ave Weege Parcel
63266	ALEX AIR APPARATUS	9/11/2024	\$309.24	Maxximus Halligen
63267	FIRE CATT, LLC	9/11/2024	\$2,138.00	Fire Hose Testing
503559e	HAGGENMILLER, NICHOLAS A	8/23/2024	\$4,160.15	
503560e	MERGES, JARED M	8/23/2024	\$2,221.98	
503561e	REMER, TANYA M	8/23/2024	\$1,575.34	
503562e	THEISEN, MEAGAN	8/23/2024	\$2,235.94	
503563e	ZANDER, SHARI	8/23/2024	\$968.69	
503564e	OTTENSTROER, JAMES D	8/23/2024	\$1,858.55	
503565e	PRESTIDGE, CLAYTON P	8/23/2024	\$1,572.51	
503566e	BORRELL, JENNIFER M	8/23/2024	\$169.63	
503567e	BORRELL, JOSHUA K	8/23/2024	\$169.63	
503568e	DAHL, LORI	8/23/2024	\$287.13	
503569e	HORSTMANN, REBECCA A	8/23/2024	\$158.17	
503570e	KOOSMAN, HOPE A	8/23/2024	\$167.91	
503571e	LAWAY, MYRA	8/23/2024	\$2,312.81	
503572e	MCALPINE, DEBRA-ANN	8/23/2024	\$1,381.93	
503573e	MILLER, EDWARD M	8/23/2024	\$165.92	
503574e	SOTHAN, LAURIN B	8/23/2024	\$414.43	

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	Name	Check Date	Check Amt
503575e	VIRNALA, TASIA, R	8/23/2024	\$313.10
503576e	JOHNSON, JACOB D	8/23/2024	\$2,091.13
503577e	PREUSSE, MITCHELL D	8/23/2024	\$677.51
503578e	SZCZEPANIK, DARIUSZ J	8/23/2024	\$2,403.75
503579e	THOMPSON, DAVID G	8/23/2024	\$2,700.83
503580e	GILBERT, EMMAGENE	9/6/2024	\$1,147.35
503581e	HAGGENMILLER, NICHOLAS A	9/6/2024	\$4,160.15
503582e	HALL, JUSTIN D	9/6/2024	\$200.29
503583e	MERGES, JARED M	9/6/2024	\$2,151.28
503584e	MUNSON, ALLAN W.	9/6/2024	\$1,147.35
503585e	REMER, TANYA M	9/6/2024	\$1,575.34
503586e	THEISEN, MEAGAN	9/6/2024	\$2,235.94
503587e	ZANDER, SHARI	9/6/2024	\$422.69
503588e	OTTENSTROER, JAMES D	9/6/2024	\$2,001.57
503589e	PRESTIDGE, CLAYTON P	9/6/2024	\$1,592.98
503590e	DRUSCH, ZACHARY R.	9/6/2024	\$683.32
503591e	KITTOCK, BRIAN	9/6/2024	\$46.17
503592e	KITTOCK, NICOLE D	9/6/2024	\$54.38
503593e	LOEBERTMANN, AMANDA G	9/6/2024	\$184.70
503594e	PETERSON, DAVID T	9/6/2024	\$369.40
503595e	STUEVEN, MARK J	9/6/2024	\$207.79
503596e	BORRELL, JENNIFER M	9/6/2024	\$403.02
503597e	BORRELL, JOANNA S.	9/6/2024	\$136.49
503598e	BORRELL, JOSHUA K	9/6/2024	\$295.46
503599e	DAHL, LORI	9/6/2024	\$206.69
503600e	HORSTMANN, REBECCA A	9/6/2024	\$350.27
503601e	JENSEN, EMMA	9/6/2024	\$229.78
503602e	JENSEN, LUCAS	9/6/2024	\$430.06
503603e	KOOSMAN, BRADLY S	9/6/2024	\$275.07
503604e	KOOSMAN, HOPE A	9/6/2024	\$275.07
503605e	LAWAY, MYRA	9/6/2024	\$2,523.61
503606e	MAGES, LAURA A	9/6/2024	\$532.20
503607e	MCALPINE, DEBRA-ANN	9/6/2024	\$1,356.31
503608e	MILLER, EDWARD M	9/6/2024	\$325.89
503609e	SOTHAN, LAURIN B	9/6/2024	\$628.97
503610e	VIRNALA, TASIA, R	9/6/2024	\$307.13
503611e	JOHNSON, JACOB D	9/6/2024	\$2,091.13
503612e	PREUSSE, MITCHELL D	9/6/2024	\$693.65
503613e	SZCZEPANIK, DARIUSZ J	9/6/2024	\$2,403.75
503614e	THOMPSON, DAVID G	9/6/2024	\$2,700.83
503615e	THOMPSON, KYLE	9/6/2024	\$209.70
Total Checks			\$698,676.97

FILTER: [Check Date] between #08/19/24# and #09/12/2024# and [Check Nbr]>0 and [Cash Act]='1010'

CITY OF HOWARD LAKE

09/12/24 12:43 PM

Page 1

***Check Summary Register©**

Checks 08/19/24-09/12/24

Name		Check Date	Check Amt	
1012	CAB - AMBULANCE			
6117	VISA	8/23/2024	\$21.46	Adobe
6118	T-MOBILE	9/6/2024	\$47.24	September Bill
6119	BOUNDTREE MEDICAL	9/11/2024	\$663.71	Equipment
6120	CITY OF HOWARD LAKE	9/11/2024	\$3,364.00	August Ambulance Pay
6121	JOE'S SPORT SHOP	9/11/2024	\$526.73	Fuel for ambulance Sip #957142
6122	ZOLL MEDICAL CORPORATION	9/11/2024	\$306.02	CPR Electrodes
		Total Checks	\$4,929.16	

FILTER: [Check Date] between #08/19/24# and #09/12/24# and [Check Nbr]>0 and [Cash Act]='1012'



HOWARD LAKE CITY COUNCIL MEETING

September 16, 2024

AGENDA ITEM: SET UP SPRING CLEAN UP DATES AND TERMS

SECTION: Consent

FROM: Nick Haggenmiller, City Administrator

BACKGROUND:

Proposed 2024 Fall Clean-up guidelines –

- Memorial Park Parking Lot
- Friday October 4, 2024 | 1pm – 7pm
- Saturday October 5, 2024 | 8am – 1pm
- City of Howard Lake residents only, ID with proof of residency to be checked at the gate.

Proposed fees:

<u>Accepted:</u>	<u>Accepted:</u>	<u>PROHIBITED</u>
Small Load - \$15.00	Appliances - \$15.00	Paint
Medium Load - \$20.00	Small Electronics - \$10.00	Hazardous Chemicals
Oversized Load - \$25.00	Monitors/Tube/ Console TV - \$60.00	Construction Materials
Couch/Upholstered - \$30.00	Flat Screen TV - \$10 + \$1/Inch	Fluorescent Tubes
Small Upholstered Chair - \$10.00	Scrap Metal - FREE	Commercial/Contractors
Mattress - \$30.00		*Township Residents
Box Spring - \$30.00		
Tires without rim - \$5.00		
Tire with rim - \$10.00		

Staff will advertise the clean-up dates on the City website, Facebook, and the Herald Journal.

COUNCIL ACTION REQUESTED: Set dates and time for the 2024 Fall Clean-up and approve fees.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

September 16, 2024

AGENDA ITEM: Consider Approving JPA with the BCA for Prosecuting Attorney.
Consider Approving Data Services Subscriber Amendment to CJDN Subscriber Agreement.

SECTION: New Business

FROM: City Administrator Nick Haggenmiller

BACKGROUND: These agreements together permit the access of various data between the Howard Lake Police Department, the City Attorney's Office and the Bureau of Criminal Apprehension (BCA).

The two documents go hand-in-hand. There is the JPA and the Court Services Amendment, which is an amendment to the JPA to allow for agency exchange of data with Courts for eCharging purposes, although the Court Services Amendment doesn't specifically refer to that system.

The City has adopted the initial JPA in 2016 which named the Howard Lake Police Department and the previous city attorney. The purpose of these approvals is to name the recently appointed prosecuting attorney (Berglund, Baumgartner and Glaser LLC).

DECISION MAKING METRICS:

FINANCIAL: N/A

LEGAL: This has been reviewed by the prosecuting attorney as well as previously vetted and considered necessary for the police department to provide services.

COUNCIL ACTION REQUESTED: Motion to approve the JPA and Data Services Subscriber Amendment.

ATTACHMENTS:

1. JPA with BCA
2. Data Services Subscriber Amendment



State of Minnesota Joint Powers Agreement

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

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

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

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer 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, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

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

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

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

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

The Governmental Unit 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 Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Dana.Gotz@state.mn.us

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

Name: Scott Baumgartner, Attorney
Address: 2140 4th Ave N, Ste 5
Anoka, MN 55303
Telephone: 612.333.6513
Email Address: sbaumgartner@bbkglaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

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

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

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 Howard Lake 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 256346, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

h. **“Subscriber”** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



HOWARD LAKE CITY COUNCIL MEETING

September 16, 2024

AGENDA ITEM: Consider Lease with Wright County for Election Equipment.

SECTION: New Business

FROM: City Administrator

BACKGROUND: Wright County oversees elections county wide including cities and townships. In the past, cities and townships have had to purchase and maintain their own equipment necessary for elections. Several years ago, this model was replaced by the county purchasing, maintaining the equipment for the cities. Doing so ensures consistent equipment and programming for all Wright County cities and townships.

This is a renewal of the existing agreement. The terms are similar to the existing agreement and stipulate the following:

- Provide equipment, software as needed
- City provides insurance
- City provides transport to/from Wright County
- A fee of \$200 is included.

DECISION MAKING METRICS:

LEGAL: This agreement was drafted by the Wright County Attorney and reviewed previously by the city attorney.

FINANCIAL: \$200/year.

COUNCIL ACTION REQUESTED: Approve Lease with Wright County for Election Equipment.

ATTACHMENTS:

1. Wright County/City of Howard Lake Election Equipment



**Finance & Taxpayer
Services
Elections Division**

3650 Braddock Ave NE
Suite 1400
Buffalo, MN 55313

Ph: (763) 682-7578

www.co.wright.mn.us

Dear Local Election Administrator,

As the general election approaches, it is time to review and renew the leasing agreements between you and the county. Updates have been made to appropriate agreements due to new equipment needs, maintenance updates, etc. Please review the attached agreement.

If you have any questions or concerns, feel free to reach out to the team to get those addressed. If everything looks good, please send a signed copy back to the Wright County Elections email at elections@co.wright.mn.us.

Thank you for your cooperation and good luck with the general election!

Sincerely,

Wright County Elections

WRIGHT COUNTY/CITY OF HOWARD LAKE ELECTION EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT, made by and between the COUNTY OF WRIGHT and the CITY OF HOWARD LAKE both political subdivisions of the State of Minnesota, hereinafter referred to as the “County” and the “Municipality” respectively. For purposes of this Agreement, the address of the County is 3650 Braddock Ave NE, Buffalo, Minnesota 55313 and the address of the Municipality is PO Box 736, Howard Lake MN, 55349.

WITNESSETH

WHEREAS, the Wright County Board of Commissioners in Resolution Number 18-23 authorized the purchase of election equipment (hereinafter “Election Equipment”) for a countywide digital scan voting system, election hardware and services; and

WHEREAS, the Wright County Board of Commissioners in Resolution Number 18-23 authorized the purchase of Assisted Voting Technology equipment (hereinafter “AVT Equipment”) for a countywide optical scan voting system, election hardware and services; and

WHEREAS, the County pursuant to Minn. Stat. § 471.85 may transfer property to the Municipality for its use; and

WHEREAS, the County desires to lease Election Equipment to City of Howard Lake for use in all elections.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the Municipality agree as follows:

Section 1

SCOPE OF AGREEMENT

- 1.1 During the term of this Agreement and subject to the terms herein, the County hereby leases to the Municipality at the cost identified below and subject to the terms and conditions of this Agreement, and the Municipality hereby agrees to lease from the County Election Equipment identified as: 1 DS200 Digital Scan Ballot Tabulator(s), and 1 DS200 Plastic Ballot Box(es) for polling places contained within the Municipality.
- 1.2 During the term of this Agreement and subject to the terms herein, County hereby provides to Municipality and grants Municipality a limited, revocable, non-exclusive, royalty-free license to use 3 KNOWiNK Poll Pad Hardware and Software units, and a sufficient number of routers, exclusively for official election use.

Unless County otherwise agrees in writing, said license is restricted to access and use of the Election Equipment by Municipality's employees, contracted personnel and duly authorized election officials performing election duties and responsibilities on behalf of Municipality.

- 1.3 Starting with the 2022 State Primary Election, the County hereby leases to the Municipality at the cost identified below and subject to the terms and conditions of this Agreement, and the Municipality hereby agrees to lease from the County Election Equipment identified as: 1 OmniBallot assistive voting technology units, for polling places contained within the Municipality.
- 1.4 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the County Election Equipment included within the scope of this agreement. Wright County hereby delegates authority to execute such an addendum to the County Finance Director. The Municipality hereby delegates authority to execute such an addendum to its City Administrator/Clerk.

Section 2

OWNERSHIP

- 2.1 The Municipality acknowledges that the County owns the Election Equipment and that the Municipality is authorized to use said Election Equipment for official election related purposes. Use of the Election Equipment for any other purpose is strictly prohibited absent express written consent of the County Finance Director.
- 2.2 The Municipality acknowledges and agrees that the Election Equipment may contain proprietary and trade secret information that is owned by Election Systems and Software (ES&S), KNOWiNK, LLC or Democracy Live and is protected under federal copyright law or other laws, rules, regulations and decisions. The Municipality shall protect and maintain the proprietary and trade secret status of the Election Equipment.

Section 3

HANDLING OF EQUIPMENT AND INDEMNIFICATION

- 3.1 The Municipality shall be responsible for the Election Equipment while it is in the Municipality's custody. The Municipality, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment while it's in the Municipality's custody and this contract is in effect, consistent with the Municipality's defense and indemnity obligations contained in Section 7.6 herein.

- 3.2 The Municipality shall be responsible for the transporting of the Election Equipment from and to the County. Upon termination of this Agreement, the Municipality shall forthwith deliver the Election Equipment to the County or its designee, complete and in good order and working condition. The Municipality shall be responsible for all costs, including but not limited to shipping, related to the repair or replacement of lost, stolen, destroyed or damaged Election Equipment.
- 3.3 Municipality shall secure, safeguard and control the Election Equipment, including but not limited to system authentication and passwords, in the same manner that Municipality secures, safeguards and controls its own critical or confidential equipment, systems, software, data, passwords or other information. While the Election Equipment is in Municipality's possession, custody and/or control, Municipality shall exercise best efforts to (i) use and handle the Election Equipment in a manner that avoids damage or harm to the Election Equipment; (ii) use and handle the Election Equipment in accordance with County direction and any third-party specification; and (iii) safeguard and secure the Election Equipment from theft, loss or other damage.

Section 4

TERM, TERMINATION

- 4.1 The Municipality and the County agree that this Agreement is in effect commencing upon signature by the County. The Municipality and County agree that this Agreement will terminate when the Municipality and County mutually agree that the equipment will no longer be used for the Municipality's elections, unless terminated sooner by either party with cause upon seven (7) calendar days' written notice to the other.

Section 5

MAINTENANCE

- 5.1 **Maintenance Agreement (DS200 & OmniBallot)** The County has entered into a Maintenance Agreement with election equipment vendors for the maintenance of the DS200 Ballot Tabulators and OmniBallot assistive voting technology. Starting in 2022, the Municipality agrees that it will reimburse the County two hundred dollars (\$200.00) for maintenance and license fees associated with each DS200 and OmniBallot leased to the Municipality. The Municipality agrees to reimburse the County within 60 days of invoice. The Municipality and the County agree to renegotiate this reimbursement fee in the event the maintenance and license fees increase by more than 10%.

- 5.2 The Municipality agrees not to make any repairs, changes, modifications or alterations to the Election Equipment that are not authorized by Wright County and said vendors.
- 5.3 After reasonable notice, the County shall have the right to enter into and upon the premises where the Election Equipment is located for the purposes of inspecting the same or observing its use, except that on an election day the County is not required to provide any reasonable notice. On an annual basis, during the term of this Agreement, the Municipality shall comply with the County's request for verification of Election Equipment inventory.
- 5.4 The Municipality agrees to provide notice to county election staff of any defects or malfunctions with the Election Equipment within twenty-four (24) hours. The county agrees to track via a log all such equipment malfunctions.

Section 6

PROGRAMMING AND ACCUMULATION

- 6.1 **Programming.** The County will be responsible for programming the DS200 Ballot Tabulators, the KNOWiNK Poll Pad electronic rosters and the OmniBallot assistive voting technology at no charge to jurisdictions for all state elections.

Section 7

OTHER TERMS AND CONDITIONS

- 7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and

are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

- 7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

7.5 **DISCLAIMER, LIABILITY AND LIMITATION OF LIABILITY**

COUNTY, BY AND THROUGH ITS DULY AUTHORIZED VENDOR, IS PROVIDING THE ELECTION EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. OTHER THAN AS STATED IN THIS AGREEMENT, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

THE MUNICIPALITY ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT OWN OR CONTROL THE DATA SOURCE/SYSTEM NECESSARY FOR OPERATION OF THE ELECTION EQUIPMENT. WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE PERFORMANCE OF THE ELECTION EQUIPMENT OR RELATED COMMUNICATIONS OR CONNECTIONS TO ANY DATA SOURCE/SYSTEM, THAT THE DATA SOURCE/SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE DATA IS ACCURATE, COMPLETE AND CURRENT OR THAT DATA DEFECTS WILL BE CORRECTED, OR THAT THE DATA SOURCE/SYSTEM IS FREE OF HARMFUL CODE.

IN NO EVENT SHALL COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGES EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY'S SOLE LIABILITY AND THE MUNICIPALITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ELECTION EQUIPMENT NONPERFORMANCE, ERRORS OR OMISSIONS, SHALL BE LIMITED TO RESTORING OR CORRECTING THE ELECTION EQUIPMENT TO THE EXTENT AND DEGREE COUNTY IS CAPABLE OF PERFORMING THE SAME AND AS IS REASONABLY POSSIBLE UNDER THE PERTINENT CIRCUMSTANCES.

- 7.6 The County and the Municipality agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent

authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of the other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement constitutes a waiver by the Municipality or County of any statutory or common law defenses, immunities, or limits on liability. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties.

- 7.7 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Municipality: City of Howard Lake
PO Box 736
Howard Lake, MN, 55349

To the County: Lindsey Meyer
Wright County Finance Director
3650 Braddock Ave NE
Buffalo, MN 55313

- 7.8 **Audit Provision.** Both parties agree that either party, the State Auditor, the Minnesota Secretary of State, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.
- 7.9 **Data Practices.** The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 7.9 **Whereas Clauses.** The matters set forth in the "Whereas" clauses on page one of this Agreement are incorporated into and made a part hereof by this reference.

- 7.10 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties of the Municipality and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.
- 7.11 **Authority.** The person or persons executing this Lease Agreement on behalf of the Municipality and County represent that they are duly authorized to execute this Lease Agreement on behalf of the Municipality and the County and represent and warrant that this Lease Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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APPROVAL

COUNTY OF WRIGHT
STATE OF MINNESOTA

By: _____
County Finance Director

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so
on behalf of CONTRACTOR as required by
applicable articles, bylaws, resolutions or
ordinances*.

City of Howard Lake

By: _____

Printed Name: _____

Printed Title: _____

Date: _____



HOWARD LAKE CITY COUNCIL MEETING

September 16, 2024

AGENDA ITEM: Consider Resolution Approving 2025 General Fund Budget and Property Tax Levy.

SECTION: New Business

FROM: City Administrator, Nick Haggenmiller
Ashely Feldeward, Abdo/Consultant Finance Director

BACKGROUND: Cities are required to adopt a preliminary general fund budget and property tax levy by September 30th annually. At such time, this information is submitted to Wright County in order for Truth in Taxation or proposed property tax statements to be created and provided to property owners. The levy adopted by the city council may be reduced at final adoption, but not increased.

Abdo was hired in late April to assume finance duties for the City following the retirement of the former finance coordinator. Abdo has done a fantastic job transitioning, addressing long overdue 'financial cleanup' of the city and establishing revised roles and procedures for staff. One of the primary responsibilities is the to bring forward a proposed budget for council consideration.

A high level summary is as follows:

- Includes step increases for eligible staff.
- Assumes 4% COLA for non union and 2.5% increase for union employees, per contract.
- Assumes a 20% health insurance premium increase.
- Funds a part time janitor position that is currently a hybrid position with the assistant liquor manager.
- Reduces accountant position in lieu of the consultant contract, but does include a small allocation for limited third person in admin.
- Includes scheduled increases in public safety (police and fire).
- Includes new debt service payment for the library.

Overall, personnel expenses and inflation driven increases account for about half of the levy increase with added debt service accounting for the remaining.

Preliminary Levy Options

- 10% Levy Increase would require significant cuts to our capital fund.
- 25% Levy Increase would be necessary to maintain current capital fund levels.
- 19% levy increase is proposed which includes a \$100,000 reduction in our capital fund but maintains consistent services as currently provided.

Abdo Feldewerd, Manager with Abdo will present her memo and related materials in greater detail.

DECISION MAKING METRICS:

FINANCIAL: The general fund budget and levy establish the vast majority of personnel, projects and priorities of the city.

LEGAL: A preliminary levy and budget is required to be adopted by the city council by September 30th annually.

COUNCIL ACTION REQUESTED:

ATTACHMENTS:

1. Resolution Approving the Preliminary General Fund Budget and Property Tax Levy

City of Howard Lake
Resolution No. 2024-

Resolution approving 2025 proposed general fund budget and preliminary property tax levy,
and setting public hearing date for the 2025 budget and preliminary property tax levy

WHEREAS, the City of Howard Lake is required by State law to approve a resolution setting forth an annual tax levy to the Wright County Auditor; and

WHEREAS, Minnesota Statutes require approval of a preliminary property tax levy and preliminary budget on or before September 30th of each year; and

WHEREAS, the City Council has received the proposed budget document;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Howard Lake, that the Preliminary 2025 General Fund budget shall be as follows:

	Budget 2025
Revenues	
Property taxes	\$1,462,500
Licenses and permits	95,500
Intergovernmental	959,329
Charges for services	283,000
Fines and forfeitures	1,400
Interest earnings	25,000
Special Assessments	5,000
Miscellaneous	189,069
Other financing sources	30,000
Total Revenues	\$3,050,798

	Budget 2025
Expenditures	
Mayor and Council	\$ 30,566
Accountant	49,636
General Govt. Buildings	63,658
Assistant City Administrator	124,931
City Administrator	181,516
Professional Services	128,800
Planning and Bldg Inspection	54,600
Other Unallocated	204,722
Police	617,214
Fire	286,386
Civil Defense	2,750
Ambulance	83,507
Streets and Highways	267,217
Sanitation & Waste Removal	167,000
Parks	58,594
Community Center	30,500
SSEC	49,783
Community Events	8,500
Cable	7,000
Cemetery	10,000
Information Technology	9,000
Other Financing Uses	601,418
General Public Works	13,500
Total Expenditures	\$ 3,050,798

BE IT FURTHER RESOLVED that the Truth in Taxation Public Hearing will be held on December 9th, 2024; and

BE IT FURTHER RESOLVED that the City Council of the City of Howard Lake, Wright County, Minnesota, that the following sums of money be levied for collection in 2025 upon the taxable property in said City of Howard Lake for the following purposes:

	Proposed 2025 Levy
General Levy	\$ 1,462,500
2018A BONDS	72,080
2019A VILLAS	22,918
2023A GO Equipment	52,031
Library	175,513
Total	\$ 1,785,042

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to transmit this information to the County Auditor of Wright County, Minnesota and the Minnesota Department of Revenue, if applicable, in the format requested as required by law.

Adopted by the Howard Lake City Council on September 16, 2024.

Attest: _____
City Clerk

Mayor