

**\*\*\*NOTE TIME CHANGE\*\*\***

**AGENDA  
MAPLE PLAIN CITY COUNCIL – REGULAR MEETING  
MAPLE PLAIN CITY HALL  
MARCH 9, 2015  
6:30 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. CONSENT AGENDA**
  - A. Approve February 9 regular meeting minutes
  - B. Approve February 9 workshop meeting minutes
  - C. Accounts Payable
- 5. PUBLIC HEARINGS**
- 6. ADMINISTRATIVE REPORTS**
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
  - A. Firefighter Wage Increase – Resolution 15-0309-01
  - B. West Hennepin Fire Group partnership
  - C. 5210 Main Street East – Resolution 15-0309-02
  - D. Master Subscriber Agreement
  - E. Approval of 2014 Audit Report
- 9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS**
- 10. COUNCIL REPORTS & OTHER BUSINESS**
- 11. VISITORS TO BE HEARD**

*Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the city administrator prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.*
- 12. ADJOURNMENT**

**Maple Plain City Council  
Meeting Minutes  
February 9, 2015  
Maple Plain City Hall**

**1. CALL TO ORDER**

**Mayor Young called the meeting to order at 8:10 p.m.**

Present: Councilmembers Justin McCoy, Dave Eisinger, Julie Maas-Kusske, Mike DeLuca and Mayor Jerry Young. Also present was City Administrator, Tessia Melvin.

**2. PLEDGE OF ALLEGIANCE**

This was done at the Joint City Council Meeting with the City of Independence.

**3. ADOPT AGENDA**

**Councilmember Eisinger moved to adopt the agenda; seconded by Councilmember DeLuca. Motion passed 5-0.**

**4. CONSENT AGENDA**

Items to approve under Consent Agenda:

- A. Approve January 26 regular meeting minutes**
- B. Approve January 26 workshop meeting minutes**
- C. Accounts Payable**
- D. 2014 YTD Annual Report for Planning Commission**

Melvin added that there was a correction in the January 26 workshop minutes. Councilmember DeLuca asked that an acronym be added.

**Councilmember McCoy moved to adopt the consent agenda with minor changes to the January 26 workshop; seconded by Councilmember DeLuca. Motion passed 5-0.**

**5. PUBLIC HEARINGS**

There were no public hearings.

## 6. ADMINISTRATIVE REPORTS

There were no Administrative Reports. The West Hennepin Public Safety January Activity report was given at the Joint City Council meeting on Monday, February 9.

## 7. OLD BUSINESS

There was no Old Business.

## 8. NEW BUSINESS

### • YTD 2014 Interfund Transfers, Resolution No. 15-0209-01

Melvin reported that the City completed a five-year budget in 2014 and reduced the line items within the budget. As part of the auditing process, there are year-to-date interfund transfers that need to be approved by the Council. They are as follows:

- To close Capital Improvement Fund 400 and put \$87,213 to the Capital Project Fund 451.
- To close the Building Fund 402 and put \$152,345 in the Capital Project Fund
- To move \$3,948 from the Capital Project Fund 451 to the Park and Ride Fund 450, to eliminate a deficit in the Park and Ride fund.

**Councilmember DeLuca moved to accept the 2014 Interfund Transfers; seconded by Councilmember Eisinger. Motion passed 5-0.**

## 9. LEGISLATIVE/INTERGOVERNMENTAL AFFAIRS

There were no updates presented.

## 10. COUNCIL REPORTS AND OTHER BUSINESS

Attitude of Gratitude:

Councilmember Maas-Kusske read the Thank You to the WeCAN.

“The Maple Plain City Council would like to thank you and your staff for their ongoing work in the community. The Maple Plain Community greatly appreciates the work of WeCAN. Emergency assistance that helps families resolve their crisis with housing utilities or other essential basic needs, while building self-sufficiency

and stability demonstrates a caring community. In addition the family support which includes distributing donated school supplies, toys, clothing and other household items helps our residents in need. Finally the assistance to provide transportation, housing and medical support to those in need is priceless. Your organization serves all generations of our community and truly embraces building a stronger community.

Your commitment to the City of Maple Plain illustrates one of our goals: creating and maintaining a cost effective approach to government. Our partnership with WeCAN allows us to provide additional services to our residents through an effective and efficient method. You and your team's dedication to our community are greatly appreciated. "

Councilmember McCoy read the Thank You to the Greg Reedy of Olson's for his generosity to staff and crew members while they installed the rumble strips.

"The Maple Plain City Council would like to thank you and your staff for the generosity of donating goods to the workers and crews as they installed the rumble strips on Highway 12. We appreciate your long relationship with the City of Maple Plain and your business.

Your commitment to the City of Maple Plain illustrates one of our core values: compassion. We strive to understand circumstances and viewpoints of others, while making decisions to promote a peaceful, caring and safe community. You and your team's dedication to our community is greatly appreciated. Your efforts make Maple Plain a great place to live, work and visit."

Councilmember DeLuca read the Thank You to the West Hennepin Chamber of Commerce for their recent mixer.

"West Hennepin Chamber of Commerce Board,

The Maple Plain City Council would like to thank you and your members for hosting the very successful mixer on Thursday, January 29, at McGarry's pub. The event was well organized and planned. The entire City Council attended the event and appreciated the ability to meet local business partners and your members.

Your commitment to the City of Maple Plain illustrates one of our goals: creating and maintaining a thriving business community. Your dedication to helping retain current businesses, recruit new businesses and work at strengthening the relationship between businesses and the City of Maple Plain is greatly appreciated. Your efforts make Maple Plain a great place to live, work and visit.”

Councilmember DeLuca added a special thank you to the fire department for their work and response times. Chief Eisinger reported during the Joint Council meeting that the response time to calls in Maple Plain is about 4 minutes and 6 minutes in Independence. Mayor Young commented that these numbers are outstanding and he is very impressed with the Council. He added that they have the tools and resources to do their job and respond in a timely manner.

#### **11. VISITORS TO BE HEARD**

There were no visitors to be heard.

#### **12. ADJOURNMENT**

**Councilmember McCoy moved to adjourn the meeting at 8:25 p.m.; seconded by Councilmember Maas-Kusske. Motion passed 5-0.**

**Maple Plain City Council Meeting  
Workshop Minutes  
February 9, 2015  
Maple Plain City Hall**

**1. CALL TO ORDER**

**Mayor Young called the meeting to order at 5:35 p.m.**

Present: Councilmembers Dave Eisinger, Justin McCoy, Mike DeLuca, Julie Maas-Kusske and Mayor Jerry Young. Also present was City Administrator, Tessia Melvin.

**2. ADOPT AGENDA**

**Councilmember Maas-Kusske moved to adopt the agenda; seconded by Councilmember Eisinger. Motion passed 5-0.**

**3. WATERSHED UPDATE**

Councilmember DeLuca reported that the Pioneer Sarah Creek Watershed received approval on a six year plan from BSWR. However, the report is asking for major changes in the makeup and administration of the Watershed. Councilmember DeLuca reported that the City of Maple Plain has four options to consider:

1. Option 1 - Have the Pioneer-Sarah Creek Water Management Organization (PSCWMO) parts of the City become part of the Minnehaha Creek Watershed District. What are the tax implications for the City of Maple Plain compared to what they pay now to PSCWMO.
2. Option 2 – Stay with PSCWMO but pay higher fees (Was the higher fees the thought based on some other Cities pulling out and also because of BWSR concerns with the 509 plan and that the WMO needs to do more activities?)
3. Option 3 – Have the City of Maple Plain become their own WMO.

The Council agreed to have a Stantek representative research these options and create an analysis of cost and pros and cons of each item.

#### 4. **OTHER ISSUES**

##### A. EDA Applicant

Councilmember DeLuca suggested that staff post for a vacancy on the EDA, and he suggested that staff approach the owner of Pete's Pizza.

##### B. Upcoming Scheduling

Melvin presented a report on items and issues that should be addressed when she is out on leave. The City Planner, Mark Kaltsas, will fill in as an interim, while Melvin is out. Melvin plans to return after six weeks.

The Council was appreciative of the thought and work put into this plan, so all staff and Council knows what things are currently going on, need to be completed and should remain a focus on, while Melvin is out. Melvin added that the report has been shared with staff.

#### 5. **ADJOURNMENT**

**Councilmember Eisinger moved to adjourn the meeting at 5:55 p.m.; seconded by Councilmember DeLuca. Motion passed 5-0.**

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Payments

Current Period: March 2015

| Batch Name       | 03/04/15 PAY    | User Dollar Amt                     | \$0.00                    |                       |                    |
|------------------|-----------------|-------------------------------------|---------------------------|-----------------------|--------------------|
| Payments         |                 | Computer Dollar Amt                 | \$77,298.72               |                       |                    |
|                  |                 |                                     | \$77,298.72               | <b>Out of Balance</b> |                    |
| Refer            | 20134           | <u>ABDO EICK &amp; MEYERS, LLP</u>  | -                         |                       |                    |
| Cash Payment     | E 101-41500-301 | Auditing & Accounting S             | 2014 Audit                |                       | \$14,000.00        |
|                  | Invoice         | 340169                              |                           |                       |                    |
| Cash Payment     | E 101-41500-312 | Financial Services                  | 2015 Budget               |                       | \$1,000.00         |
|                  | Invoice         | 340685                              |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$15,000.00</b> |
| Refer            | 20135           | <u>BELAYHOST</u>                    | -                         |                       |                    |
| Cash Payment     | E 101-41500-309 | EDP, Software and Desi              | Email Filter              |                       | \$72.00            |
|                  | Invoice         | 28502                               |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$72.00</b>     |
| Refer            | 20136           | <u>CENTERPOINT ENERGY MINNEGA</u>   | -                         |                       |                    |
| Cash Payment     | E 601-49400-383 | Gas Utilities                       | Water Treatment Plant     |                       | \$244.76           |
|                  | Invoice         |                                     |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$244.76</b>    |
| Refer            | 20137           | <u>ERICKSON, ROLF E.A.</u>          | -                         |                       |                    |
| Cash Payment     | E 101-41550-305 | Assessing Services                  | Assessing Services- Feb   |                       | \$1,253.02         |
|                  | Invoice         |                                     |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$1,253.02</b>  |
| Refer            | 20138           | <u>ECM PUBLISHERS INC</u>           | -                         |                       |                    |
| Cash Payment     | E 101-41420-351 | Legal Notices Publishing            | Public Hearing- Cancelled |                       | \$46.26            |
|                  | Invoice         | 190360                              |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$46.26</b>     |
| Refer            | 20139           | <u>MAPLE PLAIN/INDEPENDENCE FIR</u> | -                         |                       |                    |
| Cash Payment     | E 101-42290-307 | Fire Administration                 | Fire Services- March      |                       | \$13,482.92        |
|                  | Invoice         |                                     |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$13,482.92</b> |
| Refer            | 20140           | <u>GOPHER STATE ONE-CALL, INC.</u>  | -                         |                       |                    |
| Cash Payment     | E 101-43000-437 | Miscellaneous                       | Locates- Feb              |                       | \$7.25             |
|                  | Invoice         | 132393                              |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$7.25</b>      |
| Refer            | 20141           | <u>HAWKINS INC.</u>                 | -                         |                       |                    |
| Cash Payment     | E 601-49400-216 | Chemicals & Chemical P              | Water Chemicals           |                       | \$35.00            |
|                  | Invoice         | 3696939                             |                           |                       |                    |
| Cash Payment     | E 601-49400-216 | Chemicals & Chemical P              | Water Chemicals           |                       | \$15.00            |
|                  | Invoice         | 3696770                             |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$50.00</b>     |
| Refer            | 20142           | <u>HENNING EXCAVATING</u>           | -                         |                       |                    |
| Cash Payment     | E 601-49400-311 | Contract Service                    | Watermain- 1620 Maple     |                       | \$3,005.00         |
|                  | Invoice         | 5973                                |                           |                       |                    |
| Transaction Date | 3/4/2015        | Bank of Maple Plain                 | 10100                     | <b>Total</b>          | <b>\$3,005.00</b>  |
| Refer            | 20143           | <u>FRONTIER</u>                     | -                         |                       |                    |

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Payments

Current Period: March 2015

|                  |  |                            |       |                          |
|------------------|--|----------------------------|-------|--------------------------|
| Cash Payment     | E 601-49400-321 Telephone                | WTP Alarm Line             |       | \$56.53                  |
| Invoice          |  |                            |       |                          |
| Cash Payment     | E 601-49400-321 Telephone                | WTP                        |       | \$62.12                  |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$118.65    |
| Refer            | 20144 IFS                                | -                          |       |                          |
| Cash Payment     | E 601-49400-311 Contract Service         | Maintenance WTP            |       | \$237.50                 |
| Invoice 61543    |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$237.50    |
| Refer            | 20145 MEDIACOM                           | -                          |       |                          |
| Cash Payment     | E 101-41500-309 EDP, Software and Desi   | City Hall                  |       | \$121.85                 |
| Invoice          |  |                            |       |                          |
| Cash Payment     | E 601-49400-309 EDP, Software and Desi   | WTP                        |       | \$89.90                  |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$211.75    |
| Refer            | 20146 METROPOLITAN COUNCIL ENV SE        | -                          |       |                          |
| Cash Payment     | E 602-49450-319 Other Consulting Service | Wastewater Services- April |       | \$19,263.17              |
| Invoice 1041659  |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$19,263.17 |
| Refer            | 20147 NEOFUNDS BY NEOPOST                | -                          |       |                          |
| Cash Payment     | E 101-41500-413 Office Equipment Rental  | Machine Rental             |       | \$112.48                 |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$112.48    |
| Refer            | 20148 ORONO IND SCHOOL DISTRICT 27       | -                          |       |                          |
| Cash Payment     | E 101-41940-412 Building Rentals         | Rent- March                |       | \$2,621.25               |
| Invoice 119      |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$2,621.25  |
| Refer            | 20149 OFFICE DEPOT                       | -                          |       |                          |
| Cash Payment     | E 101-41500-201 Office Supplies          | Office Supplies            |       | \$5.99                   |
| Invoice          |  |                            |       |                          |
| Cash Payment     | E 101-41500-201 Office Supplies          | Office Supplies            |       | \$51.31                  |
| Invoice          |  |                            |       |                          |
| Cash Payment     | E 101-41500-201 Office Supplies          | Office Supplies            |       | \$102.13                 |
| Invoice          |  |                            |       |                          |
| Cash Payment     | E 101-43000-215 Shop Materials           | Shop Supplies              |       | \$103.72                 |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$263.15    |
| Refer            | 20150 SUBURBAN RATE AUTHORITY            | -                          |       |                          |
| Cash Payment     | E 101-41110-433 Dues & Subscriptions     | Membership Dues 2015       |       | \$400.00                 |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$400.00    |
| Refer            | 20151 TESSIA MELVIN                      | -                          |       |                          |
| Cash Payment     | E 101-41500-321 Telephone                | Phone Reimbursement        |       | \$50.00                  |
| Invoice          |  |                            |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain        | 10100 | <b>Total</b> \$50.00     |
| Refer            | 20152 VERIZON                            | -                          |       |                          |

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Payments

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|                  |                                      |                              |               |                         |
|------------------|--------------------------------------|------------------------------|---------------|-------------------------|
| Cash Payment     | E 101-43000-321 Telephone            | Public Works                 |               | \$54.74                 |
| Invoice          |                                      |                              |               |                         |
| Cash Payment     | E 101-43000-321 Telephone            | Public Works                 |               | \$54.74                 |
| Invoice          |                                      |                              |               |                         |
| Cash Payment     | E 601-49400-321 Telephone            | WTP                          |               | \$35.01                 |
| Invoice          |                                      |                              |               |                         |
| Transaction Date | 3/4/2015                             | Bank of Maple Plain          | 10100         | <b>Total</b> \$144.49   |
| Refer            | 20153 VESSCO, INC                    | -                            |               |                         |
| Cash Payment     | E 601-49400-221 Equipment Parts      | WTP Parts                    |               | \$133.54                |
| Invoice 62330    |                                      |                              |               |                         |
| Transaction Date | 3/4/2015                             | Bank of Maple Plain          | 10100         | <b>Total</b> \$133.54   |
| Refer            | 20154 WILLIAMSON, JEROME             | -                            |               |                         |
| Cash Payment     | E 101-43000-437 Miscellaneous        | Banners and Christmas Lights |               | \$725.00                |
| Invoice 1022     |                                      |                              |               |                         |
| Transaction Date | 3/4/2015                             | Bank of Maple Plain          | 10100         | <b>Total</b> \$725.00   |
| Refer            | 20155 WATER CONSERVATION SERVICE     | -                            |               |                         |
| Cash Payment     | E 601-49400-311 Contract Service     | Leak Locate- Maple & Main    |               | \$559.50                |
| Invoice 5790     |                                      |                              |               |                         |
| Transaction Date | 3/4/2015                             | Bank of Maple Plain          | 10100         | <b>Total</b> \$559.50   |
| Refer            | 20156 XCEL ENERGY                    | -                            |               |                         |
| Cash Payment     | E 101-43160-381 Electric Utilities   | Main Street                  |               | \$20.86                 |
| Invoice          |                                      |                              |               |                         |
| Cash Payment     | E 601-49400-381 Electric Utilities   | WTP                          |               | \$2,646.78              |
| Invoice          |                                      |                              |               |                         |
| Cash Payment     | E 101-43160-381 Electric Utilities   | Oak Street                   |               | \$15.79                 |
| Invoice          |                                      |                              |               |                         |
| Cash Payment     | E 101-43160-381 Electric Utilities   | Park & Pool                  |               | \$49.06                 |
| Invoice          |                                      |                              |               |                         |
| Transaction Date | 3/4/2015                             | Bank of Maple Plain          | 10100         | <b>Total</b> \$2,732.49 |
| Refer            | 20157 STANTEC CONSULTING SRVCS IN    | -                            |               |                         |
| Cash Payment     | E 602-49450-303 Engineering Services | Sewr                         |               | \$29.50                 |
| Invoice 880829   |                                      |                              |               |                         |
| Cash Payment     | E 601-49400-303 Engineering Services | Water                        |               | \$1,439.00              |
| Invoice 880828   |                                      |                              |               |                         |
| Cash Payment     | E 603-49455-303 Engineering Services | Stormwater                   |               | \$5,772.00              |
| Invoice 880837   |                                      |                              |               |                         |
| Cash Payment     | E 101-43000-303 Engineering Services | General                      |               | \$442.50                |
| Invoice 880824   |                                      |                              |               |                         |
| Cash Payment     | E 101-43100-303 Engineering Services | Streets                      |               | \$1,047.00              |
| Invoice 880827   |                                      |                              |               |                         |
| Cash Payment     | E 451-43100-303 Engineering Services | Halgren                      | Project 2012C | \$51.90                 |
| Invoice 880823   |                                      |                              |               |                         |
| Cash Payment     | E 451-43100-303 Engineering Services | HAWK                         | Project 2013D | \$177.00                |
| Invoice 880831   |                                      |                              |               |                         |
| Cash Payment     | E 451-49450-303 Engineering Services | Budd Avenue                  | Project 2014B | \$686.00                |
| Invoice 880832   |                                      |                              |               |                         |
| Cash Payment     | E 451-43100-303 Engineering Services | Main Street/Rainbow          | Project 2014A | \$1,410.50              |
| Invoice 880834   |                                      |                              |               |                         |

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Payments

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|                  |  |                                   |       |                          |
|------------------|--|-----------------------------------|-------|--------------------------|
| Cash Payment     | G 101-20212 Planned Unit Develop.        | Escro Meadows of MP               |       | \$118.00                 |
| Invoice          | 880835                                   |                                   |       |                          |
| Cash Payment     | E 101-43000-303 Engineering Services     | Staff Meetings                    |       | \$100.00                 |
| Invoice          | 880826                                   |                                   |       |                          |
| Cash Payment     | E 101-41110-303 Engineering Services     | Council Meetings                  |       | \$100.00                 |
| Invoice          | 880826                                   |                                   |       |                          |
| Cash Payment     | G 101-20216 Site Plan Escrow             | Collision Corner                  |       | \$295.00                 |
| Invoice          | 880830                                   |                                   |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain               | 10100 | <b>Total</b> \$11,668.40 |
| Refer            | 20158                                    | MN DEPT TRANSPORTATION            | -     |                          |
| Cash Payment     | R 101-36500 Collected for other Governme | Liesch Lease                      |       | \$130.00                 |
| Invoice          |  |                                   |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain               | 10100 | <b>Total</b> \$130.00    |
| Refer            | 20159                                    | CARSON & CLELLAND                 | -     |                          |
| Cash Payment     | E 101-42110-304 Legal Services           | Criminal                          |       | \$132.73                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | General- Main Street              |       | \$276.00                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-42110-304 Legal Services           | Criminal - Vehicle                |       | \$32.50                  |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-42110-304 Legal Services           | Criminal                          |       | \$1,708.16               |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | General- Main Street              |       | \$451.25                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | General - Shenk                   |       | \$118.75                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | Personnel                         |       | \$332.50                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | G 101-20216 Site Plan Escrow             | Collision Corner                  |       | \$47.50                  |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | General- 5210 Main Street         |       | \$617.50                 |
| Invoice          |  |                                   |       |                          |
| Cash Payment     | E 101-41610-304 Legal Services           | Staff Meetings and General        |       | \$831.25                 |
| Invoice          |  |                                   |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain               | 10100 | <b>Total</b> \$4,548.14  |
| Refer            | 20160                                    | LEAGUE OF MN CITIES INS TRUST     | -     |                          |
| Cash Payment     | E 101-45200-135 City Volunteer Insurance | Volunteer Accident Plan Insurance |       | \$128.00                 |
| Invoice          | 29209                                    |                                   |       |                          |
| Transaction Date | 3/4/2015                                 | Bank of Maple Plain               | 10100 | <b>Total</b> \$128.00    |
| Refer            | 20164                                    | MAMA                              | -     |                          |
| Cash Payment     | E 101-41500-433 Dues & Subscriptions     | Melvin                            |       | \$45.00                  |
| Invoice          | 1715                                     |                                   |       |                          |
| Cash Payment     | E 101-41500-433 Dues & Subscriptions     | McCallum                          |       | \$45.00                  |
| Invoice          | 1713                                     |                                   |       |                          |
| Transaction Date | 3/5/2015                                 | Bank of Maple Plain               | 10100 | <b>Total</b> \$90.00     |

**CITY OF MAPLE PLAIN**  
**Payments**

Current Period: March 2015

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Fund Summary

|                                  |                           |             |
|----------------------------------|---------------------------|-------------|
|                                  | 10100 Bank of Maple Plain |             |
| 101 GENERAL FUND                 |                           | \$41,349.01 |
| 451 CAPITAL IMPROVEMENT PROJECTS |                           | \$2,325.40  |
| 601 WATER FUND                   |                           | \$8,559.64  |
| 602 SEWER FUND                   |                           | \$19,292.67 |
| 603 STORM WATER FUND             |                           | \$5,772.00  |
|                                  |                           | <hr/>       |
|                                  |                           | \$77,298.72 |

|  |             |
|--|-------------|
| Pre-Written Checks                     | \$0.00      |
| Checks to be Generated by the Computer | \$77,298.72 |
| Total                                  | <hr/>       |
|  | \$77,298.72 |



Carson, Clelland  
& Schreder

ATTORNEYS AT LAW  
6300 SHINGLE CREEK PARKWAY STE 305  
MINNEAPOLIS, MN 55430-2190  
(763)-561-2800

February 27, 2015

CITY OF MAPLE PLAIN  
ATTN: MAGGIE MCCALLUM  
P.O. BOX 97  
MAPLE PLAIN, MN 55359

Professional Services

Amount

..Civil

|           |   |           |
|-----------|---|-----------|
| 2/3/2015  | Attend staff meeting  | 356.25    |
| 2/4/2015  | 5160 Oak--Review of correspondence from Mark and attorney Gardner                                   | 47.50     |
| 2/6/2015  | Review of correspondence from Tessia and review of park and pool contract; correspondence to Tessia | 95.00     |
| 2/12/2015 | Prepare and meet with consultant regarding joint use of resources (Independence and Maple Plain)    | 285.00    |
| 2/20/2015 | Oak Street--Review correspondence and conference with Tessia  | 47.50     |
| SUBTOTAL: |   | [ 831.25] |

.5210 Main Street Hazardous Building

|           |   |           |
|-----------|---|-----------|
| 1/27/2015 | Review Waytas appraisal from '08 for Barb Blaha building; correspondence to Waytas and review LMCIT correspondence to Barb  | 190.00    |
| 1/28/2015 | Review correspondence from Tessia regarding building, conference regarding offer and correspondence to Tessia regarding use of grant funds                            | 47.50     |
| 2/2/2015  | Conference with Tessia; review of building official order regarding hazardous building (Blaha)  | 47.50     |
| 2/3/2015  | Review of correspondence and building official report; review Minn. Stat 463 regarding requirements for hazardous building and conference with Tessia; note to Tessia | 190.00    |
| 2/4/2015  | Review emails and correspondence to Tessia, conference with John Thames regarding council process for hazardous building order  | 71.25     |
| 2/20/2015 | Barb Blaha property--Review correspondence from attorney, conference with Tessia and conference with attorney   | 71.25     |
| SUBTOTAL: |   | [ 617.50] |

Amount.Collision Corners Amended CUP

|          |                                  |          |
|----------|----------------------------------|----------|
| 2/2/2015 | Review of Kaltsas correspondence | 47.50    |
|          | SUBTOTAL:                        | [ 47.50] |

.Personnel

|           |   |           |
|-----------|---|-----------|
| 1/29/2015 | Review personnel issue for FMLA issues and correspondence to be sent from Tessia                                    | 71.25     |
| 1/30/2015 | Review of correspondence; conference with Tessia  | 47.50     |
| 2/18/2015 | Review file, correspondence regarding employment law issue, note file   | 71.25     |
| 2/20/2015 | Review email and conference with Tessia regarding employee/worker's compensation matter                             | 71.25     |
| 2/23/2015 | Conference with Tessia regarding workers compensation/re-employment, review medical report and memo to city council | 71.25     |
|           | SUBTOTAL:   | [ 332.50] |

.Shenk

|           |   |           |
|-----------|---|-----------|
| 1/28/2015 | Review pleadings filed with Hennepin County               | 71.25     |
| 2/2/2015  | Review League attorney report on summary judgement motion | 47.50     |
|           | SUBTOTAL:   | [ 118.75] |

.West Main Street Rainbow Project

|           |   |           |
|-----------|---|-----------|
| 1/30/2015 | Review of easements from Tessia and review files for exhibits and prepare for recording | 190.00    |
| 2/2/2015  | Final review of six easements, correspondence to Hennepin County                        | 71.25     |
| 2/10/2015 | Conference with Tessia, review of correspondence from Alger                             | 47.50     |
|           | Revise three easements for recording and correspondence to Maggie                       | 142.50    |
|           | SUBTOTAL:   | [ 451.25] |

Criminal

|           |  |        |
|-----------|--|--------|
| 1/27/2015 | Review files that are tracking with felonies and email offers  | 24.38  |
| 1/28/2015 | Prepare disposition letter, instructions to assistants   | 32.50  |
| 1/29/2015 | Edit documents and draft correspondence to court, victims, witnesses   | 24.38  |
| 2/2/2015  | Correspond with officer, defendants, defense attorneys, court, Maple Grove prosecutor, update files                    | 48.75  |
| 2/4/2015  | Correspond with defendants, defense attorneys, court, review discovery, correspond with witnesses, note files          | 48.75  |
|           | Draft and send correspondence to defense attorney  | 48.75  |
| 2/5/2015  | Phone call with Bureau of Criminal Apprehension analyst, email to defense attorney and conference with attorney Thames | 73.13  |
|           | Preparation for 2/6 cases  | 32.50  |
| 2/6/2015  | Attend arraignments and pretrial hearings and prepare disposition letter, follow up instructions to assistants         | 211.25 |

|   | <u>Amount</u>      |
|---|--------------------|
| 2/9/2015 Finish disposition letter regarding 2/6 cases, select witnesses and follow up instructions   | 32.50              |
| Review police reports for charging, review criminal statutes  | 146.25             |
| 2/10/2015 Correspond with defense attorneys, witnesses, defendants, court, note files   | 32.50              |
| 2/11/2015 Correspond with defendants, defense attorneys, court, review/outline Bernard Supreme Court decision, note files   | 32.50              |
| 2/16/2015 Review police reports and review statutes   | 97.50              |
| 2/18/2015 Correspond with defense attorneys, defendants, court, review discovery, note files  | 48.75              |
| Review reports and review emails  | 65.00              |
| Review discovery request  | 32.50              |
| 2/19/2015 Correspond with court, defense attorneys, review discovery, note files  | 24.38              |
| Review discovery, correspond with defense attorneys, note files, review files in preparation for 2/20 arraignment/pretrial/court trial calendar at Ridgedale  | 73.13              |
| 2/20/2015 Handle arraignment/pretrial calendar at Ridgedale court   | 195.00             |
| Send plea agreements, return phone calls to defendants and attorneys, finalize and sign disposition letter, complaints and subpoenas  | 24.38              |
| 2/25/2015 Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period | 37.50              |
| Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period           | 181.25             |
| Open criminal files, preparation of criminal complaints; preparation of cases for court calendars, including court and jury trials; contact and notice to witnesses for trial testimony, prepare outgoing discovery requests, complete incoming discovery requests for monthly period           | 140.63             |
| <b>SUBTOTAL:</b>  | <u>[ 1,708.16]</u> |
| <u>Vehicle Forfeiture:</u>  |                    |
| 2/19/2015 Review status of forfeiture cases   | 32.50              |
| <b>SUBTOTAL:</b>  | <u>[ 32.50]</u>    |
| <b>For professional services rendered</b>   | <b>\$4,139.41</b>  |
| Client Expense Charges :  |                    |
| <u>.West Main Street Rainbow Project</u>  |                    |
| Recording fees  | 276.00             |
| <b>SUBTOTAL:</b>  | <u>[ 276.00]</u>   |

|                                       | <u>Amount</u>       |
|---------------------------------------|---------------------|
| <u>Criminal Expenses</u>              |                     |
| Westlaw charges for December          | 52.98               |
| Monthly support fee                   | 12.83               |
| Westlaw charges for January           | 66.92               |
|                                       | <hr/>               |
| SUBTOTAL:                             | [ 132.73]           |
|                                       | <hr/>               |
| <b>Total Client Expense Charges</b>   | <b>\$408.73</b>     |
|                                       | <hr/>               |
| <b>Total amount of this bill</b>      | <b>\$4,548.14</b>   |
| <b>Previous balance</b>               | <b>\$4,664.44</b>   |
| 2/20/2015 Payment - thank you         | (\$4,664.44)        |
|                                       | <hr/>               |
| <b>Total payments and adjustments</b> | <b>(\$4,664.44)</b> |
|                                       | <hr/>               |
| <b>Balance due</b>                    | <b>\$4,548.14</b>   |
|                                       | <hr/> <hr/>         |

I hereby declare under the penalties of perjury that the foregoing statement for legal services is just and correct and that no part thereof has been paid.

Jeffrey A. Carson, City Attorney



February 24, 2015

City of Maple Plain  
1620 Maple Avenue  
PO Box 97  
Maple Plain, MN 55359

Re: Services rendered January 1, 2015 through January 30, 2015

Please find enclosed our invoices dated February 24, 2015 for the projects listed below. These invoices are due within 30 days.

| <b>Project</b>          | <b>Invoice No.</b> | <b>Name</b>   | <b>Amount</b>      |
|-------------------------|--------------------|---|--------------------|
| 193800415               | 880823             | Maple Plain Halgren Road Water Main                           | 51.90              |
| 193801803               | 880824             | Maple Plain General 2013                                      | 442.50             |
| 193801804               | 880826             | Maple Plain 2013 Public Meetings                              | 200.00             |
| 193801805               | 880827             | Maple Plain 2013 Streets and Pathways                         | 1,047.00           |
| 193801806               | 880828             | Maple Plain 2013 Water  | 1,439.00           |
| 193801807               | 880829             | Maple Plain 2013 Sewer  | 29.50              |
| 193801808               | 880837             | Maple Plain 2013 Storm Sewer                                  | 5,772.00           |
| 193801809               | 880830             | Maple Plain 2013 Development Review                           | 295.00             |
| 193801838               | 880831             | Design and Installation of HAWK Pedestrian Signal at TH 12    | 177.00             |
| 193802383               | 880832             | Budd Ave. Sewer Improvements                                  | 686.00             |
| 193802390               | 880834             | Main Street W. & Rainbow Ave. Utility and Street Improvements | 1,410.50           |
| 193802890               | 880835             | Meadows of Maple Plain  | 118.00             |
| <b>Total Amount Due</b> |                    |   | <b>\$11,668.40</b> |

Thank you for allowing us to provide our services to your community. Please remit all invoice payments to our lockbox at:

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago, IL 60693

If you have questions regarding these invoices, please contact me at (651) 604-4829

Sincerely,  
Stantec

Dan Boyum, P.E.  
Client Service Manager

Enclosures



**INVOICE**

**Invoice Number** 880823  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193800415

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** 000223-11144-0 Maple Plain Halgren Road Water Main

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$51.90  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**

880823

**Project Number**

193800415

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**Top Task 200      Inspection - Administration.**

Professional Services

| <b>Billing Level</b>                  | <b>Hours</b> | <b>Rate</b> | <b>Current Amount</b> |
|---------------------------------------|--------------|-------------|-----------------------|
| Project Manager                       | 0.25         | 118.00      | 29.50                 |
|                                       | <b>0.25</b>  |             | <b>29.50</b>          |
| <b>Professional Services Subtotal</b> | <b>0.25</b>  |             | <b>29.50</b>          |

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**Top Task 200 Total** **29.50**

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**Top Task ZZZ      Direct Expenses**

Disbursements

|                               | <b>Current Amount</b> |
|-------------------------------|-----------------------|
| Direct - Vehicle (mileage)    | 22.40                 |
| <b>Disbursements Subtotal</b> | <b>22.40</b>          |

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**Top Task ZZZ Total** **22.40**

Total Fees & Disbursements \$51.90

**INVOICE TOTAL (USD)** **\$51.90**

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**INVOICE**

**Invoice Number** 880824  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801803

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - General Services

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$442.50  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**

880824

**Project Number**

193801803

---

**Top Task 301**      **General Engineering - General engineering correspondence, respond to utility contractor on permit and other requirements, monthly engineering report, and easement questions.**

Professional Services

| <b>Billing Level</b>                  | <b>Hours</b> | <b>Rate</b> | <b>Current Amount</b> |
|---------------------------------------|--------------|-------------|-----------------------|
| Project Manager                       | 3.75         | 118.00      | 442.50                |
|                                       | <u>3.75</u>  |             | <u>442.50</u>         |
| <b>Professional Services Subtotal</b> | <u>3.75</u>  |             | <u>442.50</u>         |

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**Top Task 301 Total**      **442.50**

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Total Fees & Disbursements      \$442.50

**INVOICE TOTAL (USD)**      **\$442.50**



**INVOICE**

**Invoice Number** 880826  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801804

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Public Meetings

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$200.00  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**

880826

**Project Number**

193801804

---

**Top Task 302**

**Meeting Attendance - Attend Staff and Council Meetings on January 6,  
January 12, January 20, and January 26, 2015.**

|                                 | <b># of Meetings</b> | <b>Amount Per</b> | <b>Current Amount</b> |
|---------------------------------|----------------------|-------------------|-----------------------|
|                                 | 4                    | 50.00             | 200.00                |
| <b>Progress Charge Subtotal</b> |                      |                   | <u><b>200.00</b></u>  |

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**Top Task 302 Total**

**200.00**

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Total Fees & Disbursements

\$200.00

**INVOICE TOTAL (USD)**

**\$200.00**



**INVOICE**

**Invoice Number** 880827  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801805

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Streets and Pathways

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$1,047.00  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**

880827

**Project Number**

193801805

---

**Top Task 301**

**General - Pavement Management Study, TH 12 ROW Review and figure drawing, and Bikeway and other transportation items.**

Professional Services

| <b>Billing Level</b>                  | <b>Hours</b> | <b>Rate</b> | <b>Current Amount</b> |
|---------------------------------------|--------------|-------------|-----------------------|
| Engineer                              | 1.00         | 111.00      | 111.00                |
|                                       | 2.00         | 114.00      | 228.00                |
|                                       | <b>3.00</b>  |             | <b>339.00</b>         |
| Project Manager                       | 6.00         | 118.00      | 708.00                |
|                                       | <b>6.00</b>  |             | <b>708.00</b>         |
| <b>Professional Services Subtotal</b> | <b>9.00</b>  |             | <b>1,047.00</b>       |

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**Top Task 301 Total**

**1,047.00**

Total Fees & Disbursements

\$1,047.00

**INVOICE TOTAL (USD)**

**\$1,047.00**

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**INVOICE**

|                        |                   |
|------------------------|-------------------|
| <b>Invoice Number</b>  | 880828            |
| <b>Invoice Date</b>    | February 24, 2015 |
| <b>Customer Number</b> | 92656             |
| <b>Project Number</b>  | 193801806         |

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Water

|                                 |                  |
|---------------------------------|------------------|
| <b>Stantec Project Manager:</b> | Boyum, Dan D     |
| <b>Stantec Office Location:</b> | St. Paul MN      |
| <b>Current Invoice Due:</b>     | \$1,439.00       |
| <b>For Period Ending:</b>       | January 30, 2015 |

---

**Due on Receipt**

INVOICE

Invoice Number

880828

Project Number

193801806

**Top Task 300**      **General - Work with Public Works Staff on Water Treatment Plant operations including testing filter cells, backwash tanks, and chemical feed dosage calculations.**

Professional Services

| Billing Level                         | Hours       | Rate  | Current Amount |
|---------------------------------------|-------------|-------|----------------|
| Project Manager                       | 8.00        | 60.00 | 480.00         |
|                                       | <u>8.00</u> |       | <u>480.00</u>  |
| <b>Professional Services Subtotal</b> | <u>8.00</u> |       | <u>480.00</u>  |

Disbursements

|                               | Current Amount |
|-------------------------------|----------------|
| Direct - Vehicle (mileage)    | 69.00          |
| <b>Disbursements Subtotal</b> | <u>69.00</u>   |

**Top Task 300 Total** **549.00**

**Top Task 301**      **General - Work with Public Works on Water Plant operations, chemical mixing, water testing, feed rates, pump calibration, and detention tank assistance.**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Project Manager                       | 7.25        | 118.00 | 855.50         |
|                                       | <u>7.25</u> |        | <u>855.50</u>  |
| <b>Professional Services Subtotal</b> | <u>7.25</u> |        | <u>855.50</u>  |

Disbursements

|                               | Current Amount |
|-------------------------------|----------------|
| Direct - Vehicle (mileage)    | 34.50          |
| <b>Disbursements Subtotal</b> | <u>34.50</u>   |

**Top Task 301 Total** **890.00**

**INVOICE**

**Invoice Number**

880828

**Project Number**

193801806

Total Fees & Disbursements

\$1,439.00

**INVOICE TOTAL (USD)**

**\$1,439.00**



**INVOICE**

**Invoice Number** 880829  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801807

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Sewer

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$29.50  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**

880829

**Project Number**

193801807

---

**Top Task 301**

**General - Sanitary Sewer General Administration.**

Professional Services

**Billing Level**

**Hours**

**Rate**

**Current Amount**

Project Manager

0.25

118.00

29.50

**0.25**

**29.50**

**Professional Services Subtotal**

**0.25**

**29.50**

---

**Top Task 301 Total**

**29.50**

Total Fees & Disbursements

\$29.50

**INVOICE TOTAL (USD)**

**\$29.50**

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**INVOICE**

**Invoice Number** 880837  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801808

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Storm Sewer

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$5,772.00  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

INVOICE

Invoice Number  
Project Number

880837  
193801808

**Top Task 302**      **Flood Event - Respond to League Attorney Questions, forward contact information, research information for City Administrator and affidavit, and information gathering and forward to League Attorney.**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Project Manager                       | 4.25        | 118.00 | 501.50         |
|                                       | <u>4.25</u> |        | <u>501.50</u>  |
| <b>Professional Services Subtotal</b> | <u>4.25</u> |        | <u>501.50</u>  |

**Top Task 302 Total** **501.50**

**Top Task 303**      **Storm Water Utility - Downtown redevelopment storm water concept and assessment, review requirements, prepare memo and planning opinion of probable costs.**

Professional Services

| Billing Level                         | Hours        | Rate   | Current Amount  |
|---------------------------------------|--------------|--------|-----------------|
| Engineer                              | 11.00        | 111.00 | 1,221.00        |
|                                       | <u>11.00</u> |        | <u>1,221.00</u> |
| Principal Engineer                    | 2.25         | 148.00 | 333.00          |
|                                       | <u>2.25</u>  |        | <u>333.00</u>   |
| Project Manager                       | 3.00         | 118.00 | 354.00          |
|                                       | <u>3.00</u>  |        | <u>354.00</u>   |
| <b>Professional Services Subtotal</b> | <u>16.25</u> |        | <u>1,908.00</u> |

**Top Task 303 Total** **1,908.00**

**Top Task 304**      **Review items on Perkins Drainage and Staff questions, prepare a memo and attachments on options, and review schedule for meeting with residents.**

Professional Services

| Billing Level | Hours | Rate | Current Amount |
|---------------|-------|------|----------------|
|---------------|-------|------|----------------|

**INVOICE**

**Invoice Number**

880837

**Project Number**

193801808

|                                       |             |        |               |
|---------------------------------------|-------------|--------|---------------|
| Engineer                              | 0.25        | 114.00 | 28.50         |
|                                       | <u>0.25</u> |        | <u>28.50</u>  |
| Project Manager                       | 3.75        | 118.00 | 442.50        |
|                                       | <u>3.75</u> |        | <u>442.50</u> |
| <b>Professional Services Subtotal</b> | <u>4.00</u> |        | <u>471.00</u> |

---

**Top Task 304 Total** **471.00**

---

**Top Task 400** **MS4 - MS4 Facilities Map, plan review checklist, convert old basemap data to new coordinate system, and webpae content review.**

Professional Services

| Billing Level                         | Hours        | Rate   | Current Amount  |
|---------------------------------------|--------------|--------|-----------------|
| GIS Specialist                        | 5.00         | 100.00 | 500.00          |
|                                       | <u>5.00</u>  |        | <u>500.00</u>   |
| Principal Engineer                    | 0.50         | 148.00 | 74.00           |
|                                       | <u>0.50</u>  |        | <u>74.00</u>    |
| Project Manager                       | 1.00         | 112.00 | 112.00          |
|                                       | 2.00         | 114.00 | 228.00          |
|                                       | 10.00        | 143.00 | 1,430.00        |
|                                       | <u>13.00</u> |        | <u>1,770.00</u> |
| Scientist                             | 5.50         | 83.00  | 456.50          |
|                                       | 1.00         | 91.00  | 91.00           |
|                                       | <u>6.50</u>  |        | <u>547.50</u>   |
| <b>Professional Services Subtotal</b> | <u>25.00</u> |        | <u>2,891.50</u> |

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**Top Task 400 Total** **2,891.50**

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Total Fees & Disbursements \$5,772.00

**INVOICE TOTAL (USD)** **5,772.00**

**INVOICE**

Page 4 of 4

**Invoice Number**

880837

**Project Number**

193801808



**INVOICE**

**Invoice Number** 880830  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193801809

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Maple Plain - 2013 Development Review

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$295.00  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

**INVOICE**

**Invoice Number**  
**Project Number**

880830  
193801809

---

**Top Task 301**      **Collision Corner - forward preliminary comments, futher discussions with staff, prepare memo.**

Professional Services

| <b>Billing Level</b>                  | <b>Hours</b> | <b>Rate</b> | <b>Current Amount</b> |
|---------------------------------------|--------------|-------------|-----------------------|
| Project Manager                       | 2.50         | 118.00      | 295.00                |
|                                       | <b>2.50</b>  |             | <b>295.00</b>         |
| <b>Professional Services Subtotal</b> | <b>2.50</b>  |             | <b>295.00</b>         |

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**Top Task 301 Total**      **295.00**

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Total Fees & Disbursements      \$295.00

**INVOICE TOTAL (USD)**      **\$295.00**



**INVOICE**

|                        |                   |
|------------------------|-------------------|
| <b>Invoice Number</b>  | 880831            |
| <b>Invoice Date</b>    | February 24, 2015 |
| <b>Customer Number</b> | 92656             |
| <b>Project Number</b>  | 193801838         |

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Design and Installation of HAWK Pedestrial Signal at TH 12

|                                 |                  |
|---------------------------------|------------------|
| <b>Stantec Project Manager:</b> | Boyum, Dan D     |
| <b>Stantec Office Location:</b> | St. Paul MN      |
| <b>Current Invoice Due:</b>     | \$177.00         |
| <b>For Period Ending:</b>       | January 30, 2015 |

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**Due on Receipt**

**INVOICE**

**Invoice Number**

880831

**Project Number**

193801838

---

**Top Task 330**      **TH 12 HAWK Construction Engineering - Project Closeout and feedback to bond company.**

Professional Services

| <b>Billing Level</b>                  | <b>Hours</b> | <b>Rate</b> | <b>Current Amount</b> |
|---------------------------------------|--------------|-------------|-----------------------|
| Project Manager                       | 1.50         | 118.00      | 177.00                |
|                                       | <b>1.50</b>  |             | <b>177.00</b>         |
| <b>Professional Services Subtotal</b> | <b>1.50</b>  |             | <b>177.00</b>         |

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**Top Task 330 Total**      **177.00**

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Total Fees & Disbursements      \$177.00

**INVOICE TOTAL (USD)**      **\$177.00**



**INVOICE**

**Invoice Number** 880832  
**Invoice Date** February 24, 2015  
**Customer Number** 92656  
**Project Number** 193802383

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Budd Ave. Sewer Improvements

**Stantec Project Manager:** Boyum, Dan D  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$686.00  
**For Period Ending:** January 30, 2015

---

**Due on Receipt**

INVOICE

Invoice Number  
Project Number

880832  
193802383

**Top Task 300 Construction Inspection - Quantity review with contractor.**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Field Supervisor                      | 3.00        | 103.00 | 309.00         |
|                                       | <u>3.00</u> |        | <u>309.00</u>  |
| <b>Professional Services Subtotal</b> | <u>3.00</u> |        | <u>309.00</u>  |

**Top Task 300 Total 309.00**

**Top Task 310 Construction Engineering - Review items with public works on watermain work done by contractor at Budd Avenue and Main Street, update bonding company on project status, quantity and correspondence review.**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Field Supervisor                      | 0.50        | 135.00 | 67.50          |
|                                       | <u>0.50</u> |        | <u>67.50</u>   |
| Project Manager                       | 1.75        | 118.00 | 206.50         |
|                                       | <u>1.75</u> |        | <u>206.50</u>  |
| <b>Professional Services Subtotal</b> | <u>2.25</u> |        | <u>274.00</u>  |

**Top Task 310 Total 274.00**

**Top Task 400 Records Plans - Office**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Field Supervisor                      | 1.00        | 103.00 | 103.00         |
|                                       | <u>1.00</u> |        | <u>103.00</u>  |
| <b>Professional Services Subtotal</b> | <u>1.00</u> |        | <u>103.00</u>  |

**INVOICE**

**Invoice Number**

880832

**Project Number**

193802383

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**Top Task 400 Total**

**103.00**

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Total Fees & Disbursements

\$686.00

**INVOICE TOTAL (USD)**

**\$686.00**



**INVOICE**

|                        |                   |
|------------------------|-------------------|
| <b>Invoice Number</b>  | 880834            |
| <b>Invoice Date</b>    | February 24, 2015 |
| <b>Customer Number</b> | 92656             |
| <b>Project Number</b>  | 193802390         |

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

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**Project Description:** Main St. W. & Rainbow Ave. Utility and Street Improvements

|                                 |                  |
|---------------------------------|------------------|
| <b>Stantec Project Manager:</b> | Boyum, Dan D     |
| <b>Stantec Office Location:</b> | St. Paul MN      |
| <b>Current Invoice Due:</b>     | \$1,410.50       |
| <b>For Period Ending:</b>       | January 30, 2015 |

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**Due on Receipt**

INVOICE

Invoice Number  
Project Number

880834  
193802390

**Top Task 500      Record Drawings**

Progress Charge

|                                 | Total Invoiced | Previously Invoiced | Current Amount |
|---------------------------------|----------------|---------------------|----------------|
| 4,200.00 X 82.04 % Complete     | 3,445.50       | 2,467.00            | 978.50         |
| <b>Progress Charge Subtotal</b> |                |                     | <b>978.50</b>  |

**Top Task 500 Total** **978.50**

**Top Task 700      Additional Services - Conference call on Algiers easement, and 5910 sanitary sewer service discussions with property owner, staff, contractor, and update Staff on contractor discussions.**

Professional Services

| Billing Level                         | Hours       | Rate   | Current Amount |
|---------------------------------------|-------------|--------|----------------|
| Engineer                              | 0.50        | 97.00  | 48.50          |
|                                       | <b>0.50</b> |        | <b>48.50</b>   |
| Project Manager                       | 3.25        | 118.00 | 383.50         |
|                                       | <b>3.25</b> |        | <b>383.50</b>  |
| <b>Professional Services Subtotal</b> | <b>3.75</b> |        | <b>432.00</b>  |

**Top Task 700 Total** **432.00**

Total Fees & Disbursements \$1,410.50

**INVOICE TOTAL (USD)** **\$1,410.50**



**INVOICE**

|                        |                   |
|------------------------|-------------------|
| <b>Invoice Number</b>  | 880835            |
| <b>Invoice Date</b>    | February 24, 2015 |
| <b>Customer Number</b> | 92656             |
| <b>Project Number</b>  | 193802890         |

**Bill To**

City of Maple Plain  
Accounts Payable  
1620 Maple Avenue  
P.O. Box 97  
Maple Plain MN 55359  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID 11-2167170

---

**Project Description:** Meadows of Maple Plain

|                                 |                  |
|---------------------------------|------------------|
| <b>Stantec Project Manager:</b> | Boyum, Dan D     |
| <b>Stantec Office Location:</b> | St. Paul MN      |
| <b>Current Invoice Due:</b>     | \$118.00         |
| <b>For Period Ending:</b>       | January 30, 2015 |

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**Due on Receipt**

**INVOICE**

**Invoice Number**

880835

**Project Number**

193802890

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**Top Task 200**

**Review Preliminary and Final Plat/Plans - Check on status of plan revisions, review correspondence.**

Professional Services

**Billing Level**

**Hours**

**Rate**

**Current Amount**

Project Manager

1.00

118.00

118.00

**1.00**

**118.00**

**Professional Services Subtotal**

**1.00**

**118.00**

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**Top Task 200 Total**

**118.00**

Total Fees & Disbursements

\$118.00

**INVOICE TOTAL (USD)**

**\$118.00**

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Agenda Information Memorandum  
March 9, 2015 - Maple Plain City Council

**8. NEW BUSINESS**  
**A. FIREFIGHTER WAGE INCREASE – RESOLUTION 15-0309-01**

**ACTION TO BE CONSIDERED**

To review a recommendation from the Fire Commission to raise the Maple Plain firefighter wage from \$12.00 to \$13.00 per hour.

**FACTS**

- In 2014, the firefighting budget for firefighter wages was \$60,000. Of that, \$51,834.02 was used. As a result, there was an \$8,165.98 balance in that category.
- In 2013, the firefighting budget for firefighter wages was \$60,000. Of that, \$48,072.79 was used. As a result, there was an \$11,927.21 balance in that category.
- With a \$1.00 increase in wages, it is projected that there would be an increase of \$3,288.00 in that category; nonetheless it is projected that a balance would still be seen in that category.
- The Fire Commission moved to recommend to the City Council approval of the \$1.00 increase.
- Training and officer pay would stay the same.

**ATTACHMENTS**

Attached on is Resolution 15-0309-01.

**RESOLUTION NO. 15-0309-01**

**RESOLUTION TO INCREASE MAPLE PLAIN FIRE DEPARTMENT  
FIREFIGHTER WAGES**

**WHEREAS**, the City of Maple Plain (“City”) is a municipal corporation in the Metropolitan area which is organized and existing under the laws of the State of Minnesota; and

**WHEREAS**, the City Council (“Council”) of the City of Maple Plain oversees and approves any changes Maple Plain Fire Department wages.

**WHEREAS**, the Fire Commission for the Maple Plain Fire Department has moved and recommended to the Council an increase in firefighter wages from \$12.00 to \$13.00 per hour.

**WHEREAS**, the wage increase would be retroactive to January 1, 2015.

**WHEREAS**, firefighter wages have not increased since 1999 – 2000.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE PLAIN**, that the City hereby increases wages for the Maple Plain Fire Department from \$12.00 to \$13.00 per hour.

This resolution was introduced by: \_\_\_\_\_  
Members voting in favor: \_\_\_\_\_.  
Members voting against: \_\_\_\_\_.  
Members absent: \_\_\_\_\_.

The resolution was passed by the Maple Plain City Council this 9th day of March, 2015.

\_\_\_\_\_  
Mayor Jerry Young

ATTEST:

\_\_\_\_\_  
Margaret McCallum  
Assistant to the City Administrator



Agenda Information Memorandum  
March 9, 2015 - Maple Plain City Council

**8. NEW BUSINESS**  
**B. WEST HENNEPIN FIRE GROUP PARTNERSHIP**

**ACTION TO BE CONSIDERED**

To move to support the West Hennepin Fire Group Partnership

**FACTS**

- The fire departments for the cities of Maple Plain, Long Lake, Hamel and Loretto have established the West Hennepin Fire Group.
- The departments are seeking approval from the Councils of the communities that they serve. Council approval would show support for the Group and consent them moving forward with further collaboration.
- All departments participate in Mutual Aid.
- All departments face similar challenges with policy change updates, training on those updates, maintenance of personnel and keeping equipment costs down.
- The collaboration is helping to solve these issues.

**ATTACHMENTS**

Attached on is memorandum for Assistant to the City Administrator, Margaret McCallum

# Memorandum

**To:** Mayor and City Council Members  
**From:** Margaret McCallum, Assistant to the City Administrator  
**Date:** March 5, 2015  
**Re:** West Hennepin Fire Group collaboration

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## **BACKGROUND**

The fire departments for the cities of Maple Plain, Long Lake, Hamel and Loretto have established the West Hennepin Fire Group in an effort to facilitate increased cooperation. The fire departments are seeking approval from the Councils of each of the communities that they serve. Council approval would show support for the Group and provide consent for them moving forward with further collaboration.

While the departments are designated to serve specific regions, the departments have mutual aid agreements in which they respond to outside calls on an as-needed basis. The Fire Group's goal is to serve all the communities in a manner that is efficient and timely.

While the departments have long worked together through mutual aid agreements, they have recently come together to discuss similar challenges faced across the region. One of those challenges being the ever-evolving laws and policies related to fire service. Laws and policies can be difficult for administrations to continuously monitor. Another difficulty is the subsequent training of all staff when changes occur. As a means to help monitor changes in law and policy, and to train personnel on those changes, the departments have started to work with Lexipol, a leading provider of state-specific policy management resources for fire organizations.

Lexipol is an organization that works with fire departments to set policies that are up-to-date and in compliance with the law. Its services are customizable to each department. The benefit to these services is that Lexipol monitors all legal changes over time and alerts the departments when policy changes will occur. They then provide online training modules to all department personnel. An email is sent whenever changes occur and training is done and completion is tracked through the Lexipol software program.

Another benefit is that each department will continue to have its own identity. Lexipol offers customizable policy so that each department can set up-to-date policy that reflects their

department environment. Once established, Lexipol assists with the implementation of each department's specific policy manual, thus allowing department personnel to focus on other things like serving and protecting the community.

While keeping individuality is important, the goal of the Fire Group is to establish uniform policies throughout the departments that would allow for better and more efficient services when responding together. It is expected that all four departments will stay up to date with the same policies and complete the same training. Lexipol will allow for better continuity between departments and thus better mutual aid and partnership.

Besides changing policy, another challenge for the departments is the conservation of personnel. The volunteer firefighter model is experiencing challenges in that less and less people are willing to volunteer time for the long term. There have been discussions about how to eliminate this problem. At this time, the departments have decided to continue to support one another through mutual aid. Nonetheless, the Fire Group will continue to look for solutions regarding declining personnel.

Another benefit to the collaboration is that it can keep equipment costs down while keeping an adequate ISO rating for each department. An ISO rating is used to review a department's fire prevention and fire suppression capabilities for the communities that they serve. Collaboration would allow for the departments to "combine" resources so that each department does not have to purchase all the equipment separately.

The departments have identified the challenges that they will likely face as they prepare for the future. Their goal is to make decisions now that will result in sustainable, effective, efficient and solid departments in the future. The establishment of the West Hennepin Fire Group is the first step towards this goal. Within the next five years, the goals are to have collaborative training and better auto aid agreements, as well as other things.

The departments of the West Hennepin First Group are asking of the Maple Plain City Council's support in moving forward and continuing to work together towards common goals of making all the participating departments more efficient, well trained, and collaborative; while also keeping their individuality.



Agenda Information Memorandum  
March 9, 2015 - Maple Plain City Council

**8. NEW BUSINESS**  
**C. 5210 MAIN STREET EAST**

**ACTION TO BE CONSIDERED**

Review Structural Report Relating to Potential Hazardous Building

**FACTS**

- The City identified that the building located at 5210 Main Street East had potential structural deficits that needed to be further investigated.
- The City asked the owner for permission to further investigate the building utilizing the services of a structural engineer.
- The structural engineer investigated the building and is preparing a report with the findings of the investigation.
- The report is being finalized and will be submitted to the City on Friday, March 6, 2015.
- Based on the findings, the City Council may be presented with a resolution, prepared by the City Attorney, which would find the building to be hazardous based on state statute.
- The report and its findings will be presented at the meeting.

**ATTACHMENTS**

No Attachments



Agenda Information Memorandum  
March 9, 2015 - Maple Plain City Council

**8. NEW BUSINESS**  
**D. MASTER SUBSCRIBER AGREEMENT**

**ACTION TO BE CONSIDERED**

Approve Master Subscriber Agreement with the State of Minnesota which will allow the City Attorney access to the State Court documents necessary to continue to provide City Attorney services to Maple Plain.

**FACTS**

- The City attorney is requesting that the City sign the subject agreement with the State of Minnesota to allow access to certain court documents.
- The agreement is a procedural necessity that is a result of the State's implementation of a new document system.

**ATTACHMENTS**

Letter from City Attorney, Master Subscriber Agreement for City of Maple and West Hennepin Public Safety

## MEMORANDUM

TO: Cities of Maple Plain and Independence

FROM: Dawn Speltz

RE: Minnesota Government Access (MGA)

DATE: February 18, 2015

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City Administrators:

I am writing to request that an item be added to the next City Council Agendas regarding approval of the attached Master Subscriber Agreement and both Request Forms (one request form is for the City Attorney's Office and the other is for the Police Department). This is for a new system which will allow us access to the State Court documents necessary to continue to provide our City Attorney services to your Cities. Director Kroells from West Hennepin Public Safety is aware of the new system and our need for it. I understand that he will be at your meeting and will be able to answer any questions the Council may have regarding the program. At this time I do not anticipate any fees or costs associated with using this program. This program is replacing our current access which will be grandfathered out over a period of time. It is very vital to our day to day work process to have this access in place. State Court Administration has determined that the Cities must sign the Master Subscriber Agreement and approve our request forms as their contracted City Attorneys. Therefore I believe the process would be that the City Council would need to approve the City Administrator signing off on these contracts on behalf of the City. This is a time sensitive matter in that we are now able to apply for access (February 11<sup>th</sup> was the date that we could begin applying). We cannot request access until we have contracts from all of our Cities which we represent. Maple Plain and Independence are our only two remaining Cities that we need to get these agreements signed for. Therefore, I would greatly appreciate getting this on the next agenda if at all possible.

If you have any questions or concerns, or wish to discuss this with me ahead of time, please do not hesitate to call. The easiest way to get a hold of me is my cell phone: 612-987-4599. I appreciate your assistance in getting this matter finalized for us.

Sincerely,

Dawn E. Speltz

# MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Maple Plain

\_\_\_\_\_  
(Government Subscriber Name)

of 1620 Maple Avenue, P.O. Box 97, Maple Plain, MN 55359

\_\_\_\_\_  
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

## Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental 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.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

### **1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

## 1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 **Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

## 2. DEFINITIONS.

2.1 **“Agency Account Manager”** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 **“Court Data Services”** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 **“Bulk Data Delivery”** means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 **“Court Integration Services”** means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 **“MNCIS Login Accounts”** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.0 “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 and Court Documents, as defined herein.
- 2.5.1 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.2 “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.
- 2.5.3 “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.
- 2.5.4 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and 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.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “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 and/or the SCAO 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 Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form attached to this document as Exhibit A, signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

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

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 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 Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form attached in Exhibit A before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**8.1 Court Data Services Programs.** SCAO 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 SCAO and its licensors.

**8.2 Court Data Services Databases.** SCAO 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 SCAO and its licensors.

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

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government 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 SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO 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 SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government 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 SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government 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 SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 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, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government 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; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO'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 Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government 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 Government 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 Government 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.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved 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. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government 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 Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government 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 thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government

Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO 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 (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
  - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'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.
  - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'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 Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government 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 either Party at any time to enforce any of the provisions of this Agreement 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 Agreement. 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 party 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 Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement 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 Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement 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 Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government 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 Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (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.

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

1. **GOVERNMENT SUBSCRIBER**  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) Tessia Melvin

Title City Administrator

Office City of Maple Plain

2. **THE COURT**

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Information Technology  
Division of State Court  
Administration

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

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

**Exhibit A**  
**Court Data Services User Acknowledgment Form**

The Agency identified below that I work for has contracted with the Office of State Court Administration (the “Court”) for the access and use of the Court’s Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ (“the Agency”), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only “legitimate governmental business needs.” I understand a “legitimate governmental business need” is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is 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.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency







Agenda Information Memorandum  
March 9, 2015 - Maple Plain City Council

**8. NEW BUSINESS**  
**E. APPROVAL OF 2014 AUDIT REPORT**

**ACTION TO BE CONSIDERED**

To accept the 2014 audit report presented by Andy Berg from Abdo, Eick & Meyers.

**FACTS**

- Abdo, Eick & Meyers performed the City's annual audit and preparation of financial statements for the year 2014.
- City staff worked alongside staff of Abdo, Eick & Meyers to gather and review the City's financial reports, accounting programs, etc.
- The report will be presented at the March 9, 2015 City Council Workshop meeting.

**ATTACHMENTS**

None.