

**AGENDA
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
APRIL 19, 2022
7:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the City Council on items on/or not on the current agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. You will be limited to three (3) minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak".

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" of the Wyoming, Minnesota City Council for April 5, 2022

SCHEDULED BID LETTINGS:

SCHEDULED PUBLIC HEARINGS:

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

2. Consider authorizing the payment of recommended bills, payroll and journal entries for the period of April 6, 2022 to April 19, 2022
3. To consider the resignation of Kevin Teel from the Wyoming Planning Commission
4. To consider **Resolution 22-04-38** a resolution approving State of Minnesota Joint Powers Agreements with the City of Wyoming on behalf of its Police Department
5. To consider **Resolution 22-04-39** a resolution approving the City of Wyoming to enter into

a Master Partnership Contract with MnDOT

6. To consider **Resolution 22-04-40** a resolution rescinding Resolution No. 21-08-83, which declared a critical water deficiency within the City of Wyoming

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

7. Report of the Public Safety Director, Neil Bauer, for April 14, 2022
8. Report of City Building Official, Fred Weck, IV for April 15, 2022.
9. Report of the City Attorney, Tom Loonan, for April 14, 2022
10. Report of City Engineer Mark Erichson, WSB for April 15, 2022
11. Report of the Public Works Superintendent Chuck Almhjeld for April 19, 2022

COMMUNICATIONS:

12. Chisago County 2022 Redistricting Plan

OLD BUSINESS:

NEW BUSINESS:

13. Proclamation Celebrating Arbor Day in Wyoming
14. To consider **Resolution 22-04-41** a resolution supporting housing and local decision-making authority
15. To consider a council work session on May 3, 2022 at 5:30PM

COUNCIL REPORTS:

ADJOURN

**DRAFT MINUTES
CITY COUNCIL
REGULAR MEETING
CITY OF WYOMING, MINNESOTA
APRIL 5, 2022
7:00PM**

CALL TO ORDER:

Acting Mayor Claire Luger called the Regular Meeting of the Wyoming City Council for April 5, 2022 to order at 7:00PM

CALL OF ROLL:

On a Call of the Roll the following members of the Wyoming City Council were present: Councilmembers Linda Nanko Yeager, Brett Ohnstad, Dennis Schilling, and Claire Luger

ABSENT: Mayor Lisa Iverson

Also Present: Tom Loonan, Eckberg Lammers, Robb Linwood, City Administrator, Alex Saxe, Assistant City Administrator, Mark Erichson-WSB, Neil Bauer - Public Safety Director, Fred Weck, Zoning Administrator/Building Official and Chuck Almhjeld, Public Works Superintendent

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM: NONE

APPROVAL OF MINUTES:

1. **Consider approving the minutes of the “Regular Meeting” of the Wyoming, Minnesota City Council for March 15, 2022**

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR MARCH 15, 2022 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

2. **Consider approving the minutes of the “Work Session Meeting” of the Wyoming, Minnesota City Council for March 15, 2022**

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE THE MINUTES OF THE “WORK SESSION MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR MARCH 15, 2022 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

3. **Consider approving the minutes of the “Work Session Meeting” of the Wyoming, Minnesota City Council for March 29, 2022**

A MOTION WAS MADE BY COUNCILMEMBER NANKO YEAGER, SECONDED BY

COUNCILMEMBER LUGER, TO APPROVE THE MINUTES OF THE “WORK SESSION MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL FOR MARCH 29, 2022 AS SUBMITTED.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

4. To consider **Resolution 22-04-31** a resolution to vacate a portion of public right-of-way property located at 26122 Kendall Lane

Assistant City Administrator Saxe – Gave an overview of the request to vacate a portion of the public right-of-way in order for the applicant to have their driveway on their property and not in the right-of-way. He stated that staff is recommending approval of the request.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD TO OPEN THE PUBLIC HEARING.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

Stephanie Peterson, 26061 Kendall Lane – Stated that she has an easement to that property that is listed on her deed as a perpetual deed easement to lake access to Lake Comfort. She read aloud from her property deed and survey information that she had done last year.

City Attorney Loonan – Explained that the vacation will not affect Ms. Peterson’s easement because it is a private right between her and the property and noted that the vacation being discussed tonight relates to the public right-of-way.

Dan Sandgren, 26122 Kendall Lane – Stated that they are the ones requesting this vacation and noted that he has heard concerns that they are trying to block access to other people’s properties. He explained that they are not looking to change the way anyone currently accesses things. He stated that they also acknowledge that there is a separate piece of property there and the road goes to the property. He confirmed that they do not want to impede any access to the property, but simply want to ensure continued access to their property.

Councilmember Schilling – Asked staff if the Council was just being asked to vacate a public right-of-way and not change anything else. He stated that if so, it is very standard and is done all the time and would not affect access to any of the other properties. He asked if it would be vacated if it would then be split between the properties.

City Attorney Loonan – Explained that generally, a vacation is split between the abutting properties, however in this instance, this is completely encompassed by the Sandgren’s property and noted that the way the Sandgren’s driveway is built, it goes across the public right-of-way.

Councilmember Ohnstad – Asked if anything would be changed if this is granted.

Mr. Sandgren – Stated that they are not intending to change their driveway or to use it differently than it currently is being used.

Richard Lindberg, 26118 Kendall Lane – Expressed concern about the possibility of the

Sandgren's putting up a fence which would limit the ability to access the property with a vehicle.

The Council discussed the survey information and the possible location for the fence and vehicle access.

Zoning Administrator Weck – Explained the location of Kendall Lane, in the past, and noted that the things Mr. Lindberg is talking about no longer exist. He stated that the survey being presented shows the legal property lines and legal right-of-way and all current information regardless of the history of what it was in the past.

Councilmember Schilling – Noted that he does not have an issue with the vacation request because if you look at the aerial photo, the Sandgren's own the property north of it and this just simply draws a line and squares off Kendall Lane which allows their driveway not to cross the public right-of-way. He stated that even if the Sandgren's decided to put up a fence, he does not see an issue with it.

Matt Vogt – Noted that there is another little sliver of property in there so it doesn't go right up to Mr. Lindberg's property and he had recently purchased that property which is Parcel #21.10375.00. He stated that he understands the rationale for avoiding public access in this case and noted that his only concern is about his already narrow access and how this will affect that.

The Council discussed access to the other parcels in the area.

Ms. Peterson – Stated that if the access was lessened they would not be able to pull a boat down there. She reiterated that her deed says that she legally has access to that.

Zoning Administrator Weck – Stated that the easement on the property is not wide enough to put a boat down there, so the fact that the neighbors are allowing them to use the property to get down there with a boat is neither here nor there. He stated that there are a number of accesses on Comfort Lake that are easements that are 5-10 feet wide and suitable for canoe access and not necessarily meant for pulling a vehicle down there.

Ms. Peterson – Read aloud a portion of her deed and explained that it clearly says it is 33 feet across.

City Attorney Loonan – Reiterated that the City does not have any right or authority to vacate her easement because it is a private right of action. He stated that what is being discussed tonight is vacation of the public right-of-way and as long as her private easement is valid it will be maintained.

Mr. Lindberg – Stated that he has a paper that explains to the Council what they have been trying to tell them about Kendall Lane and its original location.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO CLOSE THE PUBLIC HEARING.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE RESOLUTION 22-04-31 A RESOLUTION TO VACATE A PORTION OF PUBLIC RIGHT-OF-WAY FOR PROPERTY LOCATED AT 26122 KENDALL LANE.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None
Absent: Iverson

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

5. To consider authorizing the payment of recommended bills, payroll, and journal entries for the period of March 16, 2022 to April 5, 2022
6. To consider **Resolution 22-04-32** a resolution authorizing the payment of \$18,482.33 to Olson Sewer Service for repairs to watermain
7. To consider adopting **Resolution 22-04-33** a resolution authorizing the Chisago Lakes Joint Sewage Treatment Commission to issue, sell, and deliver a \$613,000 general obligation sewer revenue note, series 2022A, and award the sale thereof.
8. To consider a letter of support of the property Armer Radio appropriation bills in the Minnesota House and Senate
9. To consider a Labor Agreement between the City of Wyoming and Law Enforcement Labor Services Representing the Wyoming Police Department Sergeants Local #507.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE #5, #6, #7, #8, AND #9 OF THE WYOMING CITY COUNCIL CONSENT AGENDA

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad
Voting Nay: None
Abstain: None
Absent: Iverson

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND DEPARTMENT HEADS:

10. Report of the Public Safety Director, Neil Bauer for March 30, 2022
11. Report of City Building Official, Fred Weck, IV for March 31, 2022
12. Report of City Attorney Tom Loonan for March 31, 2022
13. Report of City Engineer Mark Erichson, WSB for April 1, 2022
14. Report of Public Works Superintendent Chuck Almhjeld for April 5, 2022

COMMUNICATIONS:

15. Arbor Day Event

Assistant City Administrator Saxe – Gave an overview of the Arbor Day Event plans for April 30, 2022 from 10:00 a.m. to 12:00 p.m. at Goodview Park.

16. Certificate of Commendation from the Minnesota Pollution Control Agency to the Chisago Lakes Joint Sewer Treatment Plant

City Administrator Linwood – Commended the Sewer Treatment Plant for being presented this certificate for the entirety of the year with zero violations in 2021.

OLD BUSINESS: NONE

NEW BUSINESS

17. To approve an agreement between the City of Wyoming and Lakes Center for Youth and Families for 2022 – Presentation by Linda Madsen, Executive Director

Linda Madsen, Lakes Center for Youth and Families – Gave an overview of the Board of Directors, finances, history, programs and areas of focus at the Lakes Center for Youth and Families.

Council Member Nanko Yeager – Noted that they do a lot of good work and is a very worthy organization but stated that she is uncomfortable with one aspect of the agreement. She stated that the agreement states that the City is expected to participate in their annual budget and provide financial support but there is no mention of how much financial support is expected. She noted that past contracts have included a specific dollar amount and would like to see that detail reinstated.

Ms. Madsen – Stated that there are different experiences with different municipalities and noted that there has been nothing that is consistent from when she began at the organization. She stated that last year, Wyoming agreed to \$2,500 and noted that could be put into the agreement, but explained that it was purposefully left off because she thinks the amount would be another separate piece to the agreement.

Council Member Nanko Yeager – Asked City Attorney Loonan how they can get around this because she is uncomfortable with such an open ended agreement.

City Attorney Loonan – Explained that the contract that is being presented is more of a commitment to provide support without an obligation to give a certain dollar amount. He stated that the Council could determine what they wanted the support to be and the contract could be modified or it could come further down the road as alluded to by Ms. Madsen. He stated that the agreement being presented states that the Council will support and provide a 'share' of the annual budget, but does not specify an amount, which means they are not actually committing to any money at this point, just that they will participate.

The Council discussed the possibility of approving the agreement tonight and discussion details of the contribution amount at a future budget work session meeting or simply matching what has been done in the past if the funds are available.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER LUGER, TO APPROVE THE AGREEMENT BETWEEN THE CITY OF WYOMING AND LAKES CENTER FOR YOUTH AND FAMILIES, WITH THE CONTRIBUTION AMOUNT BEING \$2,500 OUT OF FUND 208.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

18. To consider Resolution 22-04-34 a resolution approving the purchase of a new control panel for lift station #5 from Total Control Systems, Inc. in the amount of \$31,893.00

19. To consider Resolution 22-04-35 a resolution approving the purchase of new pumps for station #5 from Minnesota Pump Works in the Amount of \$35,035.50

Public Works Superintendent Almhjeld – Gave an overview of the pumps and panels needed for lift station #5.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 22-04-34 A RESOLUTION APPROVING THE PURCHASE OF A NEW CONTROL PANEL FOR LIFT STATION #5 FROM TOTAL CONTROL SYSTEMS, INC. IN THE AMOUNT OF \$31,893.00

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad
Voting Nay: None
Abstain: None
Absent: Iverson

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 22-04-35 A RESOLUTION APPROVING THE PURCHASE OF NEW PUMPS FOR STATION #5 FROM MINNESOTA PUMP WORKS IN THE AMOUNT OF \$35,035.50

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad
Voting Nay: None
Abstain: None
Absent: Iverson

- 20.** To consider **Resolution 22-04-36** a resolution approving the purchase of new sewage pumps for lift station #10 from Minnesota Pump Works in the amount of \$18,128.00

Public Works Superintendent Almhjeld – Explained the location of lift station #10 and the need for new sewage pumps.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO APPROVE RESOLUTION 22-04-36 A RESOLUTION APPROVING THE PURCHASE OF NEW SEWAGE PUMPS FOR LIFT STATION #10 FROM MINNESOTA PUMP WORKS IN THE AMOUNT OF \$18,128.00

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad
Voting Nay: None
Abstain: None
Absent: Iverson

- 21.** To consider **Resolution 22-04-37** a resolution ordering the project and authorizing the preparation of plans and specifications for the 2022 Trunk Watermain Improvement Project

City Engineer Erichson – Reviewed the discussion from the Council work session on the 2022 Trunk Watermain Improvement Project and explained that staff is recommending approval.

Council Member Nanko Yeager – Asked if there would be a development agreement in place, with the developer, when this project commences.

City Engineer Erichson – Explained that it would be unknown at this stage, but believes it probably will be and the intent would be to run them parallel to each other. He stated that this request is to prepare the plans and specifications.

Council Member Nanko Yeager – Asked if, in the unlikely event that the development project falls through, whether the City would still do the trunk watermain project.

City Engineer Erichson – Stated that staff has discussed this as well and depending on the funding used would need further discussion by the Council.

Acting Mayor Luger – Stated that she feels that this would benefit more than just the development being discussed.

City Engineer Erichson – Agreed and noted that it will be beneficial for the overall system and not just this particular area that would be serviced.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE RESOLUTION 22-04-37 A RESOLUTION ORDERING THE PROJECT AND AUTHORIZING THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2022 TRUNK WATERMAIN IMPROVEMENT PROJECT.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

22. To consider a Council Work Session on April 20, 2022 for a Street and Project Tour

City Administrator Linwood – Explained the desire to bring back an in-person street and project tour for the Council and noted that Fairview Meadows has offered to partner with the City and donate a driver and their bus to be used for the tour.

A MOTION WAS MADE BY COUNCILMEMBER SCHILLING, SECONDED BY COUNCILMEMBER OHNSTAD, TO APPROVE A COUNCIL WORK SESSION ON APRIL 20, 2022 FOR A STREET AND PROJECT TOUR BEGINNING AT 5:30 P.M.

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

COUNCIL REPORTS:

Council Member Ohnstad – No report.

Council Member Nanko Yeager – Attended the Sewer Commission meeting.

Council Member Luger – Attended the City Council Work Sessions and the Park Advisory Commission meeting.

Council Member Schilling – No report.

A MOTION WAS MADE BY COUNCILMEMBER OHNSTAD, SECONDED BY COUNCILMEMBER SCHILLING, TO ADJOURN THE APRIL 5, 2022 “REGULAR MEETING” OF THE WYOMING, MINNESOTA CITY COUNCIL REGULAR MEETING AT 7:58 PM

Voting Aye: Schilling, Nanko Yeager, Luger, Ohnstad

Voting Nay: None

Abstain: None

Absent: Iverson

A portion of this public meeting may be closed to discuss “Labor Negotiation Strategies”; “Misconduct allegations or charges”; “Attorney-client privilege”; or “Performance evaluations” as per MN State Statute 13D.01-.05.

NEXT REGULAR MEETING:
APRIL 19, 2022
7:00PM

For Check Dates 04/12/2022 to 04/12/2022

Check Number Name		Check Date
53219 PACIFIC LIFE INSURANCE		04/12/2022
Item Code	GL Number	Amount
ROTH	101-0000-21712	230.77
		<u>230.77</u>
53220 LAW ENFORCEMENT LABOR		04/12/2022
Item Code	GL Number	Amount
UNION POLICE	101-0000-21713	585.00
		<u>585.00</u>
53221 WI SCTF,		04/12/2022
Item Code	GL Number	Amount
WI CHILD SUPPOR	101-0000-21710	215.42
		<u>215.42</u>
EFT874 SELECTACCOUNT,		04/12/2022
Item Code	GL Number	Amount
DEP CARE	101-0000-21711	0.00
FSA CONT	101-0000-21711	0.00
HSA CITY CONT	101-0000-21707	0.00
HSA CONT	101-0000-21707	2,164.62
		<u>2,164.62</u>
EFT875 P.E.R.A.,		04/12/2022
Item Code	GL Number	Amount
CORD PERA	101-0000-21704	2,773.14
DCP PERA	101-0000-21704	0.00
DCP PERA MATCH	101-0000-21704	0.00
PERA CITY MATCH	101-0000-21704	3,199.78
PF PERA	101-0000-21704	4,145.09
PF PERA CITY	101-0000-21704	6,217.59
		<u>16,335.60</u>
EFT876 INTERNAL REVENUE SERVICE,		04/12/2022
Item Code	GL Number	Amount
FITW	101-0000-21701	7,342.39
MEDICARE_EE	101-0000-21703	1,052.43
MEDICARE_ER	101-0000-21703	1,052.43

Check Number	Name		Check Date
SOCSEC_EE	101-0000-21703	2,443.25	
SOCSEC_ER	101-0000-21703	2,443.25	
		14,333.75	

EFT877 STATE OF MINNESOTA,

04/12/2022

Item Code	GL Number	Amount
SITW	101-0000-21702	3,298.28
		3,298.28

General Checking Account 10100
Total Amount Being Paid: \$37,163.44
Total Number of Checks: 7

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

City of Wyoming Check Detail Register

1/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53224	04/19/2022	A-1 TIRE SERVICE INC			
76568			101-3100-44040	REPAIRS & MAINT.	\$845.36
					REPAIRS & MAINT. - EQUIPMENT
Total for A-1 TIRE SERVICE INC				\$845.36	
53225	04/19/2022	ABDO FINANCIAL SOLUTIONS, LLC			
455877			101-1500-43000	PROFESSIONAL SE	\$3,950.00
					PROFESSIONAL SERVICE (GENERAL)
Total for ABDO FINANCIAL SOLUTIONS, LLC				\$3,950.00	
53226	04/19/2022	ABM EQUIPMENT, LLC			
0170512-IN			651-9425-42400	SMALL TOOLS/MIN	\$1,101.17
					SMALL TOOLS/MINOR EQUIPMENT
0170479-IN			651-9425-44040	REPAIRS & MAINT.	\$57.42
					REPAIRS & MAINT. - EQUIPMENT
Total for ABM EQUIPMENT, LLC				\$1,158.59	
53227	04/19/2022	ADAM'S PEST CONTROL INC			
3456686			101-3100-42310	CONTRACTED SER	\$70.22
					CONTRACTED SERVICES
3456685			101-3100-42310	CONTRACTED SER	\$42.95
					CONTRACTED SERVICES
3456687			101-2110-42310	CONTRACTED SER	\$42.95
					CONTRACTED SERVICES
Total for ADAM'S PEST CONTROL INC				\$156.12	
53228	04/19/2022	ADVANCE AUTO PARTS			
2509-309105			101-3100-44040	REPAIRS & MAINT.	\$5.47
					REPAIRS & MAINT. - EQUIPMENT
5.48			101-2110-43900	VEHICLE MAINTEN	\$5.48
					VEHICLE MAINTENANCE
Total for ADVANCE AUTO PARTS				\$10.95	
53229	04/19/2022	ANOKA CTY VITAL STATISTICS OFFICE			
OLSON			101-1400-42100	OPERATING SUPPL	\$20.00
					OPERATING SUPPLIES
Total for ANOKA CTY VITAL STATISTICS OFFICE				\$20.00	
53230	04/19/2022	ASPEN MILLS			
292084			101-2110-44080	UNIFORMS	\$46.85
					UNIFORMS
292020			101-2110-44080	UNIFORMS	\$64.65
					UNIFORMS
Total for ASPEN MILLS				\$111.50	
53231	04/19/2022	CAMPBELL KNUTSON			
03312022			101-1400-43040	ATTORNEY FEES	\$1,937.10
					ATTORNEY FEES
Total for CAMPBELL KNUTSON				\$1,937.10	

City of Wyoming Check Detail Register

2/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53232	04/19/2022	CHISAGO LAKES JOINT SEWAGE TRE			
13160					
		602-9425-43890	SEWER PLANT FEE	\$23,641.56	TREATMENT CHARGES
Total for CHISAGO LAKES JOINT SEWA				\$23,641.56	
53233	04/19/2022	CINTAS			
4115159806					
		101-3100-44180	UNIFORMS	\$140.35	STREETS
		101-3100-42100	OPERATING SUPPL	\$34.94	SHOP SUPPLIES
4115159952					
		101-1400-43600	CLEANING SERVIC	\$29.70	CLEANING SERVICE-CITY HALL
4115159935					
		101-2110-43600	CLEANING SERVIC	\$25.00	CLEANING SERVICE-PUBLIC SAFETY
Total for CINTAS				\$229.99	
53234	04/19/2022	CONNEXUS ENERGY			
03302022					
		101-3100-43800	UTILITIES-GAS/ELI	\$33.99	LAKE DR & HEATH - ST LIGHTS
		101-2110-43800	UTILITIES-GAS/ELI	\$5.00	HAMLET DR
		101-2110-43800	UTILITIES-GAS/ELI	\$5.00	FALLBROOK SIREN
		101-3100-43860	STREET LIGHTS	\$15.69	250TH STREET NE SIGN
		101-2110-43800	UTILITIES-GAS/ELI	\$5.00	PIONEER RD
Total for CONNEXUS ENERGY				\$64.68	
53235	04/19/2022	CW TECHNOLOGY			
CW73343					
		101-1400-42090	NETWORK MUNICI	\$3,083.00	MONTHLY SERVICES
		101-1400-42090	NETWORK MUNICI	\$(1,318.00)	MONTHLY SERVICES
INV00073334					
		101-1400-42100	OPERATING SUPPL	\$30.00	OPERATING SUPPLIES
INV00073378					
		101-2110-44330	DUES & SUBSCRIP	\$175.00	DUES & SUBSCRIPTIONS
Total for CW TECHNOLOGY				\$1,970.00	

City of Wyoming Check Detail Register

3/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53236	04/19/2022	DAN'S TOWING			
86075	101-2110-43900	VEHICLE MAINTEN	\$150.00	VEHICLE MAINTENANCE	
86422	202-2110-42310	CONTRACTED SER	\$160.70	TOWING	
86009	202-2110-42310	CONTRACTED SER	\$160.70	TOWING	
86455	202-2110-42310	CONTRACTED SER	\$161.06	TOWING	
86426	202-2110-42310	CONTRACTED SER	\$160.70	TOWING	
03312022	202-2110-42310	CONTRACTED SER	\$160.70	TOWING 86817	
	202-2110-42310	CONTRACTED SER	\$161.06	TOWING 86877	
	202-2110-42310	CONTRACTED SER	\$161.06	TOWING 86038	
	202-2110-42310	CONTRACTED SER	\$161.06	TOWING 85868	
	202-2110-42310	CONTRACTED SER	\$161.06	TOWING 86459	
	202-2110-42310	CONTRACTED SER	\$161.06	TOWING 86046	
Total for DAN'S TOWING				\$1,759.16	
53237	04/19/2022	ECKBERG LAMMERS P.C.			
28944	101-1400-43040	ATTORNEY FEES	\$465.00	GENERAL	
	101-1400-43040	ATTORNEY FEES	\$780.00	MEETINGS	
	101-1400-43040	ATTORNEY FEES	\$1,312.50	EMPLOYEE HANDBOOK REVIEW	
	800-0000-20569	DIAMOND RIDGE C	\$262.50	ECKBERG LAMMERS-DIAMOND RIDGE ESCROW	
	800-0000-20586	HALLBERG BINGHA	\$262.50	ECKBERG-HALLBERG BINGHAM SITE PLAN	
Total for ECKBERG LAMMERS P.C.				\$3,082.50	
53238	04/19/2022	ECM PUBLISHERS INC.			
885942	101-1400-43510	LEGAL NOTICE PUI	\$39.20	LEGAL NOTICE PUBLICATION	
Total for ECM PUBLISHERS INC.				\$39.20	
53239	04/19/2022	EMERGENCY SERVICES MARKETING			
22-10548	101-2110-42240	MAINTENANCE CO	\$660.00	MAINTENANCE CONTRACTS	
Total for EMERGENCY SERVICES MARKETING				\$660.00	
53240	04/19/2022	EVERWOOD INDUSTRIES, INC			
616	101-2110-42100	OPERATING SUPPL	\$201.72	OPERATING SUPPLIES	
Total for EVERWOOD INDUSTRIES, INC				\$201.72	
53241	04/19/2022	FAIRVIEW HEALTH SERVICES			
15005965957	101-1400-42100	OPERATING SUPPL	\$87.00	OPERATING SUPPLIES	
Total for FAIRVIEW HEALTH SERVICES				\$87.00	

City of Wyoming Check Detail Register

4/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53242	04/19/2022	FAIRVIEW HEALTH SERVICES			
15005848084					
		101-3100-43060 PERSONNEL TESTI	\$111.00	PERSONNEL TESTING	
		101-3100-43060 PERSONNEL TESTI	\$111.00	PERSONNEL TESTING	
Total for FAIRVIEW HEALTH SERVICES				\$222.00	
53243	04/19/2022	FERGUSON ENTERPRISES LLC			
0211143					
		602-9425-44800 SEWER MAIN MAINT	\$269.63	SEWER MAIN MAINTENANCE	
Total for FERGUSON ENTERPRISES LLC				\$269.63	
53244	04/19/2022	FORTERRA			
ST00030979					
		651-9425-44030 REP & MAIN. - OTHER	\$660.00	REP & MAIN. - OTHER THAN BLDGS	
Total for FORTERRA				\$660.00	
53245	04/19/2022	GOPHER STATE ONE CALL			
2030853					
		601-9425-44650 LOCATES (GOPHER)	\$27.90	LOCATES (GOPHER STATE)	
		602-9425-44650 LOCATES (GOPHER)	\$27.90	LOCATES (GOPHER STATE)	
		651-9425-44650 LOCATES (GOPHER)	\$27.90	LOCATES (GOPHER STATE)	
Total for GOPHER STATE ONE CALL				\$83.70	
53246	04/19/2022	GRAINGER INC.			
9262735054					
		601-9425-42400 SMALL TOOLS/MINOR	\$772.40	SMALL TOOLS/MINOR EQUIPMENT	
Total for GRAINGER INC.				\$772.40	
53247	04/19/2022	H & W FUND I.U.O.E LOCAL 49			
04152022					
		101-0000-21706 HOSPITALIZATION	\$8,070.00	PREMIUMS	
Total for H & W FUND I.U.O.E LOCAL 4				\$8,070.00	
53248	04/19/2022	HACH COMPANY			
12857784					
		601-9425-42160 CHEMICALS/CHEMICAL	\$61.59	CHEMICALS/CHEMICAL PRODUCTS	
Total for HACH COMPANY				\$61.59	
53249	04/19/2022	HEALTH PARTNERS			
111899981					
		101-0000-21706 HOSPITALIZATION	\$1,564.16	HOSPITALIZATION/MEDICAL INS	
Total for HEALTH PARTNERS				\$1,564.16	
53250	04/19/2022	HOLIDAY COMPANIES			
06010104220					
		101-2110-43900 VEHICLE MAINTENANCE	\$130.50	VEHICLE MAINTENANCE	
Total for HOLIDAY COMPANIES				\$130.50	

City of Wyoming Check Detail Register

5/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53251	04/19/2022	HOME DEPOT CREDIT SERVICES			
511470					
		101-5200-42400	SMALL TOOLS/MIN	\$427.35	SMALL TOOLS/MINOR EQUIPMENT
		Total for HOME DEPOT CREDIT SERVIC		\$427.35	
53252	04/19/2022	INNOVATIVE OFFICE SOLUTIONS			
IN3742554					
		101-1400-42000	SUPPLIES - OFFICE	\$8.38	SUPPLIES - OFFICE/COPY/COMPUTR
IN3739599					
		101-2110-42000	SUPPLIES - OFFICE	\$235.40	SUPPLIES - OFFICE/COPY/COMPUTR
IN3734565					
		101-2110-42000	SUPPLIES - OFFICE	\$47.08	SUPPLIES - OFFICE/COPY/COMPUTR
IN3736587					
		101-1400-42000	SUPPLIES - OFFICE	\$131.85	SUPPLIES - OFFICE/COPY/COMPUTR
IN3736755					
		101-2110-42000	SUPPLIES - OFFICE	\$92.52	SUPPLIES - OFFICE/COPY/COMPUTR
IN3736759					
		101-2110-42000	SUPPLIES - OFFICE	\$19.30	SUPPLIES - OFFICE/COPY/COMPUTR
IN3737508					
		101-3100-42000	SUPPLIES - OFFICE	\$31.34	SUPPLIES - OFFICE/COPY/COMPUTR
IN3747472					
		101-3100-42000	SUPPLIES - OFFICE	\$49.03	SUPPLIES - OFFICE/COPY/COMPUTR
		Total for INNOVATIVE OFFICE SOLUTI		\$614.90	
53253	04/19/2022	IUOE LOCAL #49			
04112022					
		101-0000-21714	PW UNION DUES	\$210.00	MONTHLY DUES
		Total for IUOE LOCAL #49		\$210.00	
53254	04/19/2022	JESSE & TAYLOR HENTGES			
04/07/2022					
		602-0000-11500	ACCOUNTS RECEIV	\$12.54	Sewer Usage
		601-0000-11500	ACCOUNTS RECEIV	\$6.36	Water - Meter Charge
		601-0000-11500	ACCOUNTS RECEIV	\$3.11	Water Usage
		651-0000-11500	ACCOUNTS RECEIV	\$1.15	Surface Water Mgmt
		601-0000-11500	ACCOUNTS RECEIV	\$0.39	State Surcharge
		Total for JESSE & TAYLOR HENTGES		\$23.55	
53255	04/19/2022	KEVIN TEEL			
04/14/2022					
		602-0000-11500	ACCOUNTS RECEIV	\$64.62	Sewer - Base Charge
		Total for KEVIN TEEL		\$64.62	
53256	04/19/2022	KRAMER MECHANICAL			
25290					
		101-2110-44010	REPAIRS & MAINT.	\$216.00	REPAIRS & MAINT. - BUILDINGS
		Total for KRAMER MECHANICAL		\$216.00	

City of Wyoming Check Detail Register

6/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53257	04/19/2022	Kramer Mechanical Plumbing Heating			
00014267					
		101-0000-32210 BUILDING PERMIT	\$76.00	Cost \$600 and Up - Com	
Total for Kramer Mechanical Plumbing				\$76.00	
53258	04/19/2022	LEAGUE OF MN CITIES			
362387					
		101-1400-42100 OPERATING SUPPL	\$75.60	OPERATING SUPPLIES	
362178					
		101-1400-42080 TRAINING AND IN	\$20.00	TRAINING AND INSTRUCTION	
362568					
		101-1110-42080 TRAINING AND IN	\$399.00	TRAINING AND INSTRUCTION	
		101-1400-42080 TRAINING AND IN	\$399.00	TRAINING AND INSTRUCTION	
Total for LEAGUE OF MN CITIES				\$893.60	
53259	04/19/2022	LEAGUE OF MN CITIES INS TRUST			
7100					
		601-9425-44490 WATERMAIN BREA	\$1,000.00	CLAIM LMC GL 000000114207	
Total for LEAGUE OF MN CITIES INS TI				\$1,000.00	
53260	04/19/2022	MED COMPASS			
41056					
		101-2110-42310 CONTRACTED SER	\$50.00	CONTRACTED SERVICES	
Total for MED COMPASS				\$50.00	
53261	04/19/2022	MENARDS- FOREST LAKE			
81973					
		101-2110-42100 OPERATING SUPPL	\$107.92	OPERATING SUPPLIES	
82391					
		601-9425-44010 REPAIRS & MAINT.	\$65.91	REPAIRS & MAINT. - BUILDINGS	
82507					
		601-9425-42100 OPERATING SUPPL	\$14.85	OPERATING SUPPLIES	
82008					
		601-9425-42100 OPERATING SUPPL	\$41.16	OPERATING SUPPLIES	
81969					
		101-5200-44040 REPAIRS & MAINT.	\$93.54	REPAIRS & MAINT. - EQUIPMENT	
82237					
		101-5200-42100 OPERATING SUPPL	\$41.94	OPERATING SUPPLIES	
82246					
		601-9425-42100 OPERATING SUPPL	\$79.00	OPERATING SUPPLIES	
82674					
		101-5200-42100 OPERATING SUPPL	\$42.93	OPERATING SUPPLIES	
82771					
		601-9425-42400 SMALL TOOLS/MIN	\$59.95	SMALL TOOLS/MINOR EQUIPMENT	
Total for MENARDS- FOREST LAKE				\$547.20	
53262	04/19/2022	METRO SALES			
INV2010342					
		101-2400-42000 SUPPLIES - OFFICE	\$212.35	SUPPLIES - OFFICE/COPY/COMPUTR	
Total for METRO SALES				\$212.35	

City of Wyoming Check Detail Register

7/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	Amount	Comment
53263	04/19/2022	MHSRC/RANGE		
337900-8948				
	101-2110-42080	TRAINING AND IN	\$455.00	TRAINING AND INSTRUCTION
Total for MHSRC/RANGE			\$455.00	
53264	04/19/2022	MIDCONTINENT COMMUNICATIONS		
14463230112585				
	101-1400-43210	TELEPHONE	\$111.52	CITY HALL
	101-1400-42310	CONTRACTED SER	\$921.95	FIBER
	101-2110-43210	TELEPHONE	\$188.91	POLICE DEPT
	101-3100-43210	TELEPHONE	\$63.69	PUBLIC WORKS
	601-9425-43210	TELEPHONE	\$186.94	WELL
	602-9425-43210	TELEPHONE	\$139.41	LIFTSTATIONS
Total for MIDCONTINENT COMMUNIC			\$1,612.42	
53265	04/19/2022	MINNESOTA UI FUND		
15226367				
	101-2110-41400	UNEMPLOYMENT C	\$772.11	UNEMPLOYMENT COMP (GENERAL)
Total for MINNESOTA UI FUND			\$772.11	
53266	04/19/2022	MINNESOTA VALLEY TESTING LABS		
1137307				
	601-9425-43110	LAB COSTS	\$102.50	LAB TESTS
Total for MINNESOTA VALLEY TESTIN			\$102.50	
53267	04/19/2022	MN DEPT OF LABOR AND INDUSTRY		
MARCH0251052022				
	101-0000-22810	SURCHARGE PAYA	\$2,982.64	SURCHARGE PAYABLE
Total for MN DEPT OF LABOR AND IND			\$2,982.64	
53268	04/19/2022	MN FIRE SERVICE CERT. BOARD__		
9860				
	101-2110-42080	TRAINING AND IN	\$130.00	TRAINING AND INSTRUCTION
Total for MN FIRE SERVICE CERT. BOA			\$130.00	
53269	04/19/2022	MN POLLUTION CONTROL AGENCY		
TORMA				
	601-9425-42080	TRAINING AND IN	\$23.00	TRAINING AND INSTRUCTION
Total for MN POLLUTION CONTROL AG			\$23.00	
53270	04/19/2022	NAPA AUTO PARTS		
087344				
	101-2110-43900	VEHICLE MAINTEN	\$237.89	VEHICLE MAINTENANCE
087303				
	651-9425-42100	OPERATING SUPPL	\$151.97	OPERATING SUPPLIES
Total for NAPA AUTO PARTS			\$389.86	
53271	04/19/2022	NEIL BAUER		
04122022				
	101-2110-42100	OPERATING SUPPL	\$56.48	OPERATING SUPPLIES
Total for NEIL BAUER			\$56.48	

City of Wyoming Check Detail Register

8/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53272 25493	04/19/2022	NORTHERN SALT INC			
		651-9425-44410 STREET MAINT MA	\$1,516.52		STREET MAINT MATERIALS
		Total for NORTHERN SALT INC		\$1,516.52	
53273 0114612-IN	04/19/2022	PERFORMANACE ADVANTAGE COMPANY			
		401-2200-45000 CAPITAL OUTLAY	\$275.87		CAPITAL OUTLAY
		Total for PERFORMANACE ADVANTAGE		\$275.87	
53274 04/07/2022	04/19/2022	PREMIER CUSTOM HOMES, LLC			
		601-0000-11500 ACCOUNTS RECEIV	\$14.54		Water - Meter Charge
		651-0000-11500 ACCOUNTS RECEIV	\$4.60		Surface Water Mgmt
		602-0000-11500 ACCOUNTS RECEIV	\$2.11		Sewer Usage
		601-0000-11500 ACCOUNTS RECEIV	\$0.89		State Surcharge
		601-0000-11500 ACCOUNTS RECEIV	\$0.52		Water Usage
		Total for PREMIER CUSTOM HOMES, LI		\$22.66	
53275 106011663	04/19/2022	RICOH BUSINESS SYSTEMS			
		101-1400-42150 COPIER	\$146.23		CITY HALL
		101-2110-42240 MAINTENANCE CO	\$77.19		POLICE DEPT
		101-2110-42240 MAINTENANCE CO	\$20.71		FIRE DEPT
		Total for RICOH BUSINESS SYSTEMS		\$244.13	
53276 5064280559	04/19/2022	RICOH USA			
		101-2110-42240 MAINTENANCE CO	\$56.22		POLICE DEPT
		101-2110-42240 MAINTENANCE CO	\$2.48		FIRE DEPT
		101-1400-42150 COPIER	\$127.24		CITY HALL
		Total for RICOH USA		\$185.94	
53277 04/07/2022	04/19/2022	RODNEY HESTEKIN			
		601-0000-11500 ACCOUNTS RECEIV	\$33.09		Water - Meter Charge
		602-0000-11500 ACCOUNTS RECEIV	\$28.54		Sewer Usage
		601-0000-11500 ACCOUNTS RECEIV	\$7.10		Water Usage
		651-0000-11500 ACCOUNTS RECEIV	\$5.99		Surface Water Mgmt
		601-0000-11500 ACCOUNTS RECEIV	\$2.02		State Surcharge
		Total for RODNEY HESTEKIN		\$76.74	
53278 INV259564	04/19/2022	SAFE-FAST INC			
		101-3100-42300 SAFETY EQUIPMEN	\$15.00		SAFETY EQUIPMENT
		Total for SAFE-FAST INC		\$15.00	
53279 04/14/2022	04/19/2022	SAMANTHA JO TEEL			
		602-0000-11500 ACCOUNTS RECEIV	\$98.74		Sewer - Base Charge
		Total for SAMANTHA JO TEEL		\$98.74	

City of Wyoming Check Detail Register

9/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53280	04/19/2022	SPLITROCKS			
04132022					
	205-2110-42100	OPERATING SUPPL		\$1,706.38	OPERATING SUPPLIES
Total for SPLITROCKS				<u>\$1,706.38</u>	
53281	04/19/2022	STEVE KUSTRICH			
04132022					
	101-3100-42300	SAFETY EQUIPMEN		\$200.00	SAFETY EQUIPMENT
Total for STEVE KUSTRICH				<u>\$200.00</u>	
53282	04/19/2022	TARGETSOLUTIONS LEARNING LLC			
INV45008					
	101-2110-42310	CONTRACTED SER		\$1,542.00	CONTRACTED SERVICES
	101-3100-42050	SOFTWARE UPGRA		\$514.00	SOFTWARE UPGRADES
	601-9425-42050	SOFTWARE UPGRA		\$514.00	SOFTWARE UPGRADES
Total for TARGETSOLUTIONS LEARNIN				<u>\$2,570.00</u>	
53283	04/19/2022	THOMSON REUTERS-WEST PUBLISH			
846133054					
	101-2110-44360	INVESTIGATIONS		\$164.33	INVESTIGATIVE SUITE
Total for THOMSON REUTERS-WEST PI				<u>\$164.33</u>	
53284	04/19/2022	TIMESAVER OFF SITE SECRETARIAL			
M27110					
	101-1400-42310	CONTRACTED SER		\$154.00	CONTRACTED SERVICES
M27225					
	101-1910-42310	CONTRACTED SER		\$190.50	PLANNING COMMISSION
	101-1400-42310	CONTRACTED SER		\$254.25	CITY COUNCIL MEETING
	101-1910-42310	CONTRACTED SER		\$154.00	PLANNING COMMISSION
Total for TIMESAVER OFF SITE SECRE				<u>\$752.75</u>	
53285	04/19/2022	TOWN & COUNTRY DISPOSAL			
032022					
	101-5500-43840	REFUSE		\$15.75	1715 LIBRARY
	101-1400-43840	REFUSE		\$138.38	804 CITY OF WYOMING
	101-5200-43840	REFUSE		\$138.21	930 WYOMING CITY GARAGE
	101-3100-43840	REFUSE		\$115.48	803 CITY OF WYOMING
Total for TOWN & COUNTRY DISPOSAL				<u>\$407.82</u>	
53286	04/19/2022	UNUM LIFE INSURANCE			
050122					
	101-1400-41310	LIFE INSURANCE		\$182.12	ADMIN
	101-2110-41310	LIFE INSURANCE		\$747.40	POLICE
	101-1910-41310	LIFE INSURANCE		\$65.26	PLAN & ZONE
	101-2400-41310	LIFE INSURANCE		\$186.18	BLDG
	101-3100-41310	LIFE INSURANCE		\$243.82	STREETS
	601-9425-41310	LIFE INSURANCE		\$123.31	WATER
	602-9425-41310	LIFE INSURANCE		\$123.31	SEWER
05012022					
	101-0000-21715	VOLUNTARY TERM		\$340.84	VOLUNTARY TERM LIFE
Total for UNUM LIFE INSURANCE				<u>\$2,012.24</u>	

City of Wyoming Check Detail Register

10/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	General Ledger #	Amount	Comment
53287	04/19/2022	US BANK EQUIPMENT FINANCE			
469111983					
	101-2400-42000	SUPPLIES - OFFICE		\$162.00	SUPPLIES - OFFICE/COPY/COMPUTER
Total for US BANK EQUIPMENT FINANCE				\$162.00	
53288	04/19/2022	VERIZON			
9902808335					
	602-9425-43210	TELEPHONE		\$241.68	TELEPHONE
	601-9425-43210	TELEPHONE		\$241.68	TELEPHONE
	101-1400-43210	TELEPHONE		\$(127.42)	TELEPHONE
	101-2400-43210	TELEPHONE		\$82.95	TELEPHONE
Total for VERIZON				\$438.89	
53289	04/19/2022	VICTORY AUTOMOTIVE SERVICE			
803401					
	101-2110-43900	VEHICLE MAINTENANCE		\$2,558.56	VEHICLE MAINTENANCE
803431					
	101-2110-43900	VEHICLE MAINTENANCE		\$49.94	VEHICLE MAINTENANCE
803464					
	101-2110-43900	VEHICLE MAINTENANCE		\$62.11	VEHICLE MAINTENANCE
803536					
	101-2110-43900	VEHICLE MAINTENANCE		\$48.46	VEHICLE MAINTENANCE
803539					
	101-2110-43900	VEHICLE MAINTENANCE		\$49.94	VEHICLE MAINTENANCE
803534					
	101-2110-43900	VEHICLE MAINTENANCE		\$52.22	VEHICLE MAINTENANCE
803555					
	101-2110-43900	VEHICLE MAINTENANCE		\$92.17	VEHICLE MAINTENANCE
803556					
	101-2110-43900	VEHICLE MAINTENANCE		\$975.76	VEHICLE MAINTENANCE
Total for VICTORY AUTOMOTIVE SERVICE				\$3,889.16	

City of Wyoming Check Detail Register

11/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	Amount	Comment
General Ledger #				
53290	04/19/2022	VISA		
03092022	101-2110-42100	OPERATING SUPPL	\$140.50	OPERATING SUPPLIES
6558665	101-2110-43210	TELEPHONE	\$12.87	TELEPHONE
2333040	101-2110-42080	TRAINING AND IN:	\$102.01	TRAINING AND INSTRUCTION
MLSPOS000102224	101-2110-44330	DUES & SUBSCRIP	\$92.24	DUES & SUBSCRIPTIONS
34741009	101-2110-44360	INVESTIGATIONS	\$136.91	INVESTIGATIONS
	101-2110-44360	INVESTIGATIONS	\$(79.41)	INVESTIGATIONS
W1245158	101-2110-42080	TRAINING AND IN:	\$1,765.79	TRAINING AND INSTRUCTION
40535	101-2110-42080	TRAINING AND IN:	\$259.00	TRAINING AND INSTRUCTION
4649	101-2110-44360	INVESTIGATIONS	\$52.22	INVESTIGATIONS
9775428	101-2110-42100	OPERATING SUPPL	\$49.28	OPERATING SUPPLIES
VP_RXZKV8LV	101-2110-42000	SUPPLIES - OFFICE	\$107.35	SUPPLIES - OFFICE/COPY/COMPUTR
113-7437550-9878618	101-2110-42000	SUPPLIES - OFFICE	\$134.21	SUPPLIES - OFFICE/COPY/COMPUTR
89R5929614540331J	101-2110-42080	TRAINING AND IN:	\$200.00	TRAINING AND INSTRUCTION
7XC11866FU615792V	101-2110-42080	TRAINING AND IN:	\$200.00	TRAINING AND INSTRUCTION
173144	208-2110-42230	CRIME PREVENTIC	\$392.90	CRIME PREVENTION
2WC050680H0814452	101-2110-44330	DUES & SUBSCRIP	\$50.00	DUES & SUBSCRIPTIONS
2WY17044MF995673V	101-2110-44330	DUES & SUBSCRIP	\$60.00	DUES & SUBSCRIPTIONS
9274668	101-2110-42100	OPERATING SUPPL	\$42.94	OPERATING SUPPLIES
5084250	101-2110-42000	SUPPLIES - OFFICE	\$90.94	SUPPLIES - OFFICE/COPY/COMPUTR
03370-36492302	101-2110-44330	DUES & SUBSCRIP	\$119.40	DUES & SUBSCRIPTIONS
1318636	101-2110-44330	DUES & SUBSCRIP	\$13.95	DUES & SUBSCRIPTIONS
Total for VISA			\$3,943.10	
53291	04/19/2022	VISA		
2022	651-9425-42080	TRAINING AND IN:	\$204.98	TRAINING AND INSTRUCTION
Total for VISA			\$204.98	

City of Wyoming Check Detail Register

12/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name	Amount	Comment
General Ledger #				
53292	04/19/2022	VISA		
0182	101-2110-42080	TRAINING AND IN'	\$4.99	TRAINING AND INSTRUCTION
1340204	101-1400-42000	SUPPLIES - OFFICE	\$15.02	SUPPLIES - OFFICE/COPY/COMPUTR
421245711	101-1400-44330	DUES & SUBSCRIP	\$401.76	DUES & SUBSCRIPTIONS
9741009	101-1400-42000	SUPPLIES - OFFICE	\$12.02	SUPPLIES - OFFICE/COPY/COMPUTR
	101-2400-42000	SUPPLIES - OFFICE	\$27.45	SUPPLIES - OFFICE/COPY/COMPUTR
1333813	101-1400-42100	OPERATING SUPPL	\$14.50	OPERATING SUPPLIES
3469060	101-1400-42100	OPERATING SUPPL	\$23.61	OPERATING SUPPLIES
1980265	101-1400-42100	OPERATING SUPPL	\$26.83	OPERATING SUPPLIES
7334608	101-1400-42100	OPERATING SUPPL	\$47.22	OPERATING SUPPLIES
INV138879855	101-1400-42100	OPERATING SUPPL	\$14.99	OPERATING SUPPLIES
1658624	101-1400-42100	OPERATING SUPPL	\$26.83	OPERATING SUPPLIES
2133110245	101-1400-42100	OPERATING SUPPL	\$10.73	OPERATING SUPPLIES
03242022	101-1400-44330	DUES & SUBSCRIP	\$4.00	DUES & SUBSCRIPTIONS
03042022	101-1400-42080	TRAINING AND IN'	\$382.42	TRAINING AND INSTRUCTION
Total for VISA			\$1,012.37	
53293	04/19/2022	VISA		
63601547127	101-2400-42000	SUPPLIES - OFFICE	\$233.62	SUPPLIES - OFFICE/COPY/COMPUTR
101259427	101-2400-42000	SUPPLIES - OFFICE	\$418.76	SUPPLIES - OFFICE/COPY/COMPUTR
57478	101-2400-43310	TRAVEL EXPENSES	\$604.32	TRAVEL EXPENSES
Total for VISA			\$1,256.70	
53294	04/19/2022	VISA		
22019	101-2110-44330	DUES & SUBSCRIP	\$15.86	DUES & SUBSCRIPTIONS
Total for VISA			\$15.86	
53295	04/19/2022	WINNICK SUPPLY INC.		
451380	651-9425-44410	STREET MAINT MA	\$118.52	STREET MAINT MATERIALS
451282	651-9425-44040	REPAIRS & MAINT.	\$28.84	REPAIRS & MAINT. - EQUIPMENT
451710	601-9425-42400	SMALL TOOLS/MIN	\$42.79	SMALL TOOLS/MINOR EQUIPMENT
Total for WINNICK SUPPLY INC.			\$190.15	

City of Wyoming Check Detail Register

13/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check # Invoice #	Check Date	Vendor Name		
	General Ledger #	Amount	Comment	
53296	04/19/2022	WOLD ARCHITECTS AND ENGINEERS		
77661				
	401-1000-45000	CAPITAL OUTLAY	\$48,681.59	CAPITAL OUTLAY
CR 78287				
	401-1000-45000	CAPITAL OUTLAY	\$(27.00)	CAPITAL OUTLAY
Total for WOLD ARCHITECTS AND ENG			\$48,654.59	
53297	04/19/2022	WYOMING FIRE RELIEF		
22719A21312002G001				
	101-2110-41240	FIRE PENSION COI	\$1,000.00	FIRE PENSION CONTRIBUTIONS
Total for WYOMING FIRE RELIEF			\$1,000.00	
53298	04/19/2022	XCEL ENERGY		
774197282				
	101-3100-43860	STREET LIGHTS	\$6,483.05	STOP LIGHTS
774830949				
	101-3100-43800	UTILITIES-GAS/ELI	\$44.53	SPEED SIGN
Total for XCEL ENERGY			\$6,527.58	
53299	04/19/2022	ZIEGLER INC.		
IN000486975				
	101-3100-44040	REPAIRS & MAINT.	\$276.13	REPAIRS & MAINT. - EQUIPMENT
IN000481299				
	101-3100-44040	REPAIRS & MAINT.	\$237.48	REPAIRS & MAINT. - EQUIPMENT
IN000478054				
	101-3100-44040	REPAIRS & MAINT.	\$619.98	REPAIRS & MAINT. - EQUIPMENT
IN000482239				
	101-3100-44040	REPAIRS & MAINT.	\$317.55	REPAIRS & MAINT. - EQUIPMENT
IN000488308				
	101-3100-44040	REPAIRS & MAINT.	\$375.72	REPAIRS & MAINT. - EQUIPMENT
PR200023995				
	101-3100-42100	OPERATING SUPPL	\$(456.86)	OPERATING SUPPLIES
000121307				
	101-3100-42100	OPERATING SUPPL	\$20.33	OPERATING SUPPLIES
Total for ZIEGLER INC.			\$1,390.33	

City of Wyoming Check Detail Register

14/14
April 15, 2022 09:48 AM
User: ssaxe
DR: Wyoming

04-19-2022

Check #	Check Date	Vendor Name
Invoice #	General Ledger #	mount
		Comment

General Checking Account 10100
Total Amount Being Paid: \$141,553.82
Total Number of Checks: 76

Mayor Iverson

Councilmember Luger

Councilmember Nanko/Yeager

Councilmember Schilling

Councilmember Ohnstad

April 6, 2022

Hi -

As we have been talking about over the last month or so, my last meeting will be April 12th. Please take this as my official resignation as we will no longer be living in MN as of April 22nd.

It's been a pleasure serving on the multiple boards I have been on since 1991 when we first moved into Wyoming. Maybe I will find a board to serve on in The Villages Florida.

Thanks,

Kevin Teel



Date: April 14, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Public Safety Director Neil Bauer

Department: Public Safety

Reference: CJDN JPA

Method: New Business

Background Information:

The police department is required to enter into a Joint Powers Agreement (JPA) with the State of Minnesota, the Department of Public Safety and the Bureau of Criminal Apprehension to access the criminal justice data communications network. Criminal justice data is utilized on a regular basis from the mobile data computers and workstations for traffic stops, criminal investigations, etc. The JPA allows the City of Wyoming to add, modify and delete connectivity, systems and tools over the five year life of the agreement.

The JPA also designates Neil Bauer as the Authorized Representative for the police department.

Recommendation:

Staff recommends entering into a JPA with the City of Wyoming, the State of Minnesota, the Department of Public Safety, and the Bureau of Criminal Apprehension to access the criminal justice data communications network.

Neil D. Bauer, Ed.D.
Public Safety Director



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506



State of Minnesota Joint Powers Agreement

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement Between the Parties

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

- 2.2 **Methods of Access.**

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

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

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

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

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

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

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

particular transaction.

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

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

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

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

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

4 Authorized Representatives

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

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

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

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

Name: Neil Bauer, Chief
Address: 7665 Wyoming Trail
PO Box 188
Wyoming, MN 55092
Telephone: 651.462.0577
Email Address: nbauer@wyomingmn.org

5 Assignment, Amendments, Waiver, and Agreement Complete

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

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

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

9 Investigation of Alleged Violations; Sanctions

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

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

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

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Wyoming on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 207603, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 22-04-38

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Wyoming on behalf of its Police Department, are hereby approved.
2. That the Director of Public Safety, Neil Bauer, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Lisa Iverson, the Mayor for the City of Wyoming, and Robb Linwood, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS
19th Day of April 2022.**

CITY OF WYOMING

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)

Metro State Aid
1500 County Road B2, Roseville, MN 55113

651-234-7773
sharon.lemay@state.mn.us

To: Local Agency

Date: April 13, 2022

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at sharon.lemay@state.mn.us. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Wyoming City, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050234W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

RESOLUTION NO. 22-04-39

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

**A RESOLUTION APPROVING THE CITY OF WYOMING TO ENTER INTO A
MASTER PARTNERSHIP CONTRACT WITH MNDOT**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Wyoming enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That Mark Erichson, City Engineer, or Robb Linwood, City Administrator, are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer or City Administrator may execute such work order contracts on behalf of the City of Wyoming without further approval by this Council.

BE IT FINALLY RESOLVED that the City Council hereby approves entering into a Master Partnership Contract with the Minnesota Department of Transportation.

**HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED
THIS 19th Day of April 2022.**

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk

(seal)



Request for Council Action

Date: 4/18/2022

Presented to: Mayor Iverson and City Council Members

Presented by: Chuck Almhjeld, Public Works Superintendent

Department: Public Works

Reference: Lifting Critical Water Deficiency

Method: Consent

Background Information:

Last August, The City of Wyoming implemented a water restriction and lawn sprinkling ban, as the Department of Natural Resources put Minnesota in a drought warning phase. With the rainfall that has occurred since September 2021, Chisago County is now in a drought watch phase and the restrictions may be lifted.

The Water Ordinance for Lawn Watering will still be in effect. The City has an odd-even watering ordinance. Residents may water their lawns depending on their address (odd addresses water on odd days, even addresses water on even days); however, an additional restriction applies- watering must not occur between 10:00 AM and 6:00 PM.

Recommendation:

Staff recommends rescinding Resolution 21-08-83 which declared a critical water deficiency within the City of Wyoming.

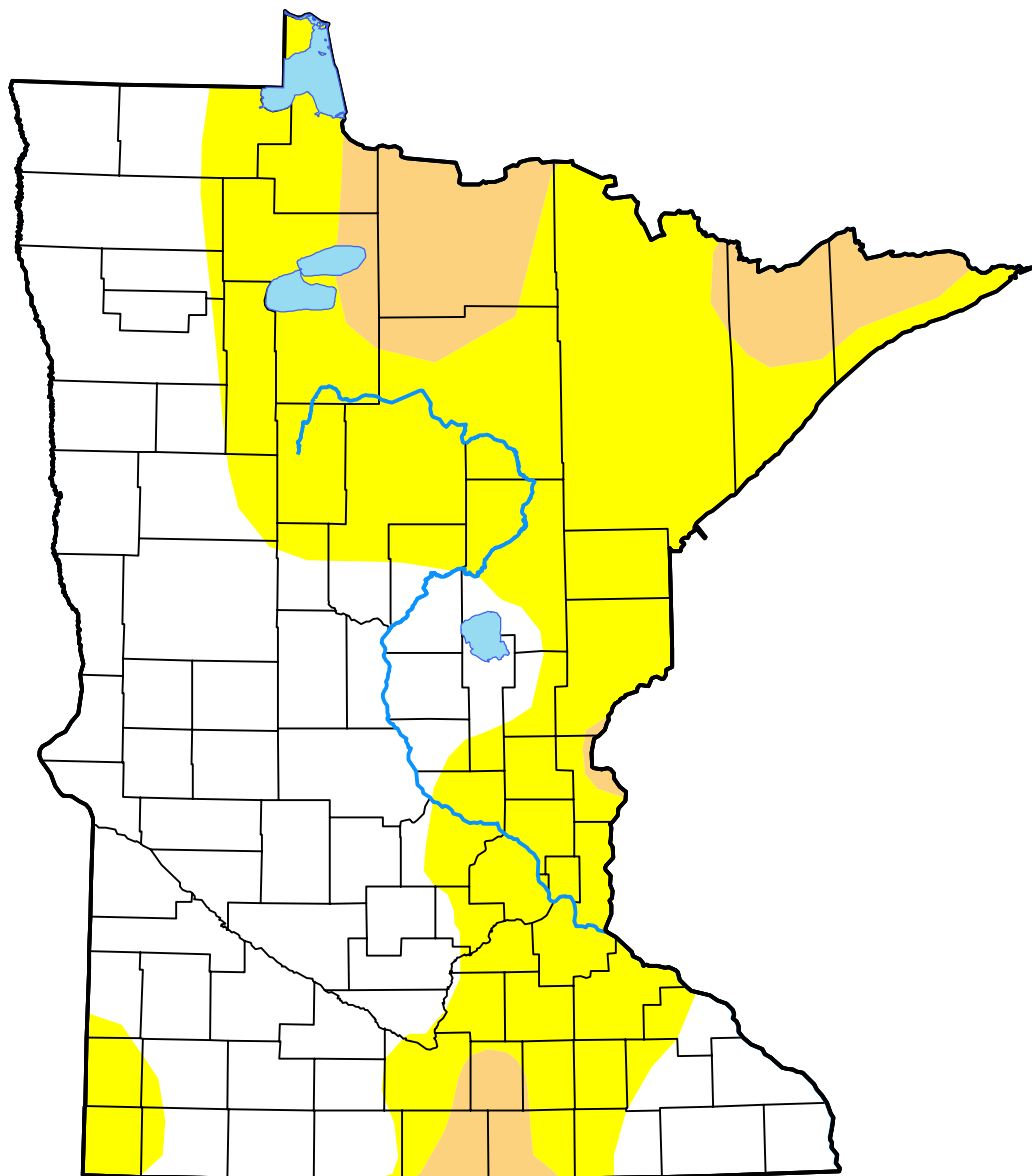


CITY OF WYOMING

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092
Phone: 651-462-0575 Fax: 651-462-0576

U.S. Drought Monitor Minnesota

April 5, 2022
(Released Thursday, Apr. 7, 2022)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Deborah Bathke
National Drought Mitigation Center



droughtmonitor.unl.edu

RESOLUTION NO. 22-04-40

**CITY OF WYOMING
CHISAGO COUNTY, MN**

**A RESOLUTION RESCINDING RESOLUTION NO. 21-08-83, WHICH DECLARED A
CRITICAL WATER DEFICIENCY WITHIN THE CITY OF WYOMING**

WHEREAS, on July 16, 2021, the City of Wyoming received notice from the Minnesota Department of Natural Resources ("DNR Notice") that due the State's current severe drought conditions, the City must implement water restrictions as necessary to reduce water use to 50% above average January levels for the month of August 2021; and

WHEREAS, on August 4, 2021, the City of Wyoming adopted Resolution 21-08-83, which declared a critical water deficiency within the City of Wyoming; and

WHEREAS, With the rainfall that has occurred since September 2021, Chisago County is no longer in a drought warning phase and is now in a drought watch phase and the restrictions may be lifted; and

WHEREAS, The Water Ordinance for Lawn Watering will still be in effect. The City has an odd-even watering ordinance. Residents may water their lawns depending on their address (odd addresses water on odd days, even addresses water on even days); however, an additional restriction applies- watering must not occur between 10:00 AM and 6:00 PM.

NOW, THEREFORE, BE IT RESOLVED, The City Council hereby rescinds Resolution 21-08-83 which declared a critical water deficiency within the City of Wyoming.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF WYOMING THIS 19th DAY OF
APRIL, 2022.**

CITY OF WYOMING

By: _____
Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



April 15, 2022

Mayor Iverson and City Council Members

Re: Public Safety Activity Report, April 19, 2022, City Council Meeting

Spring Cleanup Initiative

Since this initiative began, the police department has initiated 18 nuisance property incidents and is working with the property owners/occupants to move towards compliance. SRC hosted their 20% discount for Wyoming residents this week in an attempt to provide an incentive for property owners to take initiative on this project.

Public Safety Recognition Event

On April 13, 2022, Wyoming PS recognized fire and police personnel at their annual recognition event. Staff was recognized for landmark years of service, promotions within the fire division, meritorious service and life saving awards. The event was held at Split Rocks and we were glad to be able to hold this event after a 3-year hiatus due to the pandemic. The event recognized the exceptional work that is done by the police and fire personnel.

Crime Statistics

For the first time since adopting the NIBRS reporting system, the State will be publishing summary data every quarter. This will give Council and the community a better understanding of what crimes actually are occurring in Wyoming. This information will be extracted from the State resources and will be summarized in a document on the City of Wyoming website. There is a 3-4 week delay in that information being available after the end of the quarter.

Upcoming Community Events

- May 21, 2022 from 9:00 – 11:00 AM, Bike Rodeo @ Wyoming Elementary
- June 4, 2022, "Touch a Truck" event, times 10:00 AM to 12:00 PM
- June 12, 2022, MS150 will be travelling through Wyoming ([MS150](#))
- June 24, 2022, Special Olympics LE Torch Run will be coming through Wyoming. We will be participating as runners and will provide traffic control as needed.
- August 2, 2022, Night to Unite

Neil D. Bauer, Ed.D.
Public Safety Director



PUBLIC SAFETY

P.O. Box 188, 7665 Wyoming Trl., Wyoming, MN 55092
Phone: 651-462-0577 Fax: 651-462-0506



April 15, 2022
Honorable Mayor and City Council
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

RE: APRIL 19, 2022 CITY COUNCIL MEETING

Dear Mayor and Council Members:

This letter is intended to summarize on-going commercial building projects and zoning issues within the City. Some of these items may be separate agenda matters, while others are for informational purposes only.

Hallberg RV Storage Site

Siding is being placed on the two structures. The steel frames for the two northernmost buildings have been erected. The floor slab for the two northernmost buildings have been placed. All footings and the foundations for the buildings are in, site grading is near completion.

Hallberg Bingham Site

Footings and foundation for the north, west, and south walls have been installed. Site work has begun. The building and grading permits have been issued.

Gopher State Mini-Storage

Work is complete on the second storage building. The final grade and hardscaping are still remaining.

Maranatha Radio Tower

The fence surrounding the tower site is partially installed and will be completed by spring.

Sincerely,

Frederick E. Weck, IV
Zoning Administrator
Building Official #1825
Advanced Septic Inspector, MPCA #C5199
City of Wyoming



DEPARTMENT OF BUILDING SAFETY

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092

Phone: 651-462-4947 Fax: 651-462-3938



**ECKBERG
LAMMERS**
ATTORNEYS AT LAW

www.eckberglammers.com

Writer's Direct Dial:
(715) 808-8842

Writer's Email:
tloonan@eckberglammers.com

April 14, 2022

Robb Linwood
City of Wyoming
26885 Forest Boulevard
Wyoming, MN 55092

Delivered via Email

Re: City of Wyoming
Status Update for the Period of – April 1, 2022 – April 14, 2022

Dear Robb:

Our office is assisting the City in responding to legal concerns relating to general real estate matters and upcoming development projects in the City. We are advising City staff regarding ordinances and enforcement measures. We field general questions relating to contract and employment matters. We also continue our general counsel role of addressing all general legal concerns raised by City staff relating to any other legal matters relevant to the City.

Please contact me directly if you have any questions regarding this correspondence. Thank you for allowing us to serve the City of Wyoming.

Very Truly Yours,

s/ Thomas R. Loonan

Thomas R. Loonan
City Attorney

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082
Phone: 651-439-2878
Fax: 651-439-2923

Hudson Office
430 Second Street
Hudson, WI 54016
Phone: 715-386-3733
Fax: 715-386-6456



Engineer's Report



April 15, 2022

Honorable Mayor and City Council
City of Wyoming, MN
26885 Forest Boulevard
Wyoming, MN 55092

Re: April 19, 2022, City Council Meeting
WSB Project No. 018813-000

Dear Mayor and Council Members:

This engineers report is intended to update you on engineering activities within the City since the last council meeting. Some of the items below may be on the agenda with more detailed information provided, while the other items below are for informational purposes only.

Diamond Ridge Development

Plans have been approved and staff is awaiting completion of the development agreement and securities, permits, and construction schedule. The developer is looking to schedule a preconstruction meeting in the near future. Staff will be sure to convey neighbor concerns related to construction that have come up as part of the public hearing and other comments received.

East Viking Boulevard (Fenwick to Polaris)

The project is designed and we are awaiting to hear from the Federal EDA if we are successful with our grant application. The is limited permanent ROW/easement needs with the project and staff is working through that process. Once we hear news back regarding the grant, staff will request authorization to advertise for bidding.

Street Rating Results/Annual Road Tour

During the fall of 2021, staff had completed the street ratings for Wyoming's paved roadways. Staff presented the results of the street ratings in March to the Wyoming City Council. This will be a helpful tool in looking to the future and identifying road priorities. Staff is preparing for our annual spring road tour and the street ratings will be used to guide to visit certain areas of Wyoming. The road tour is scheduled for April 20, 2022.

Bingham Property – Hallberg Project

All approvals have been completed and construction is underway. Currently sanitary and watermain construction is underway. The connection to both watermain and sanitary sewer took place within 273rd Street. Traffic was temporarily bypassed around the construction area. Traffic is back to using 273rd Street. 273rd Street will be repaired once asphalt plants are open and weather allows.

Sunrise Riverbank Development (residential and commercial)

Concept review and comments have been discussed at the Planning Commission and City Council meetings. Staff is working closely with the development team and meeting regularly as they prepare the preliminary plat on the residential and commercial portions of the development. At this time, the development team is focusing on the residential portion of the development as there are a number of complicating factors related to the commercial portion of the development that need more time to address. It is anticipated that the preliminary plat for the residential portion of the development will be submitted on April 18, 2022.

Upcoming Developments

Katies Glenn, which is located along Goodview Avenue, has submitted an updated concept plan that the planning commission recently reviewed.

A preliminary plat for another development, located off of 260th Street, just west of Comfort Lake is currently being prepared.

2021 Street Improvement Project

No new update.

Final street paving has been completed. Restoration and dormant seeding had also been completed. Punch list items will carry forward into the spring of 2022. The assessment Hearing has occurred, and staff certified assessments to Chisago County after the 30-day pre-pay period had elapsed. Once all punch list items have been completed, staff will process the final payment voucher and request all contract closeout documentation. Once the project is accepted, the two-year warranty period will begin.

TH 61 and East Viking Sanitary Sewer Upsizing Project

No new update.

The project is complete with the exception of a few minor punch list items that were not able to be completed this construction season. Once all punch list items have been completed, staff will process the final payment voucher and request all contract closeout documentation. Once the project is accepted, the two-year warranty period will begin.

Summer Fields Development

Due to long lead times for lift station components, the development team has asked for the City to begin designing the lift station. The escrow has been submitted to the City and we are currently working on the lift station sighting so we can get soil borings and proceed with design.

First Addition (19 lots): Improvements are substantially complete through the first layer of asphalt. Staff has developed a punch list that the contractor will be addressing in 2022 prior to the placement of the final layer of asphalt. Once the project is accepted, the two-year warranty period will begin.

Second Addition (15 lots): A grading preconstruction meeting was held on October 11th. Grading has resumed and hauling of excess material from the east side of Kettle River Boulevard to the west side of Kettle River Boulevard, forming an additional 18 lots that have not yet been platted, but are anticipated to form the 3rd Addition. It will be helpful to have the excess material in the second addition placed in the third addition to allow an early start there as well. The turn lane on Kettle River Boulevard has been constructed up to the gravel base. Utility construction on the 2nd Addition is planned for the spring of 2022.

Third Addition

The developer has indicated that they are currently working on the third addition final plat and construction plans. The development team is evaluating if this is the final phase of the development or if they will break it up into multiple phases. The 3rd Addition will involve the design of a city lift station within the site and will require design and ordering of lift station components. An on-site generator will also be required to be installed at the downstream lift station. The lead time on this is significant and that information has been provided to the developer to make sure these do not impede the timing of their next phase. Lift station design is currently underway as requested by the developer.

Preserve at Comfort Lake

No new update.

Minor punch list items remain. Once these have been addressed, staff will be ready to recommend acceptance of the improvements and start the two-year warranty period.

Heims Lake Villas North

No new update. All sanitary sewer, watermain, and storm sewer have been completed. Aggregate base and curb and gutter and first layer of asphalt has recently been completed, allowing building permits to be issued. It is expected the concrete sidewalk will be completed in May.

Comprehensive Plan

Staff has continued to make mapping updates for the comprehensive plan per the planning commission requests.

Past update:

Staff has completed the utility sections updates as well as the transportation section for the Planning Commission review. Staff discussed with the planning commission the parks/trails section of the plan and discussed the plan is lacking a clear vision. The planning commission wanted to have the Parks Commission take this up and review. Staff had met to discuss this further on 6/10 and staff will be providing some recommended action items for consideration in the near future.

Aadland Development (Hunter Hill)

No new update.

The project is now substantially complete with the first layer of asphalt placed. A project punch list has been provided to the development contractor.

Hallberg Storage

No new update.

Staff has approved the construction plans and a preconstruction meeting has occurred. Excavation of footings and slab for the building have been completed. Site grading is underway.

East Viking Bridge over the Sunrise River

No new update:

Staff met with both Chisago County and Polaris (separately) to discuss the bridge replacement and access while the western access to Polaris is closed. Those meetings went well however Chisago County has asked for a follow up meeting, and we will work to address any potential concerns that come from this meeting. We have indicated that all construction traffic will come from the west and that Polaris is willing to minimize traffic generated from their facility (those that can work from home, will) during that timeframe where access closed from the west.

Past update:

Staff is pleased to share that we have been notified that this project has now been funded for the bridge components. As previously stated, the bridge bonding only covers the actual bridge structure, not the roadway leading to it, or guard rails etc. It is estimated the bonding we have received will offset the City responsibility for this bridge replacement by \$268,000. In order to utilize these funds staff is recommending replacement in 2022.

Park System Plan

No new update. Staff has been working on the Wyoming Park System Plan. The open house was lightly attended, however we received great feedback during the tree lighting ceremony as well as online feedback.

Thank you for the opportunity to update the council on current matters in the City.

Sincerely,

WSB and Associates, Inc.



Mark A. Erichson, PE



Public Works Report

Date: 4/19/2022

Mayor Iverson and City Council Members

Public Works Report for April 19th, 2022 Council Meeting

The weather continues to change our operations. Currently, we are fixing potholes in the morning hours and sweeping, grading, pruning trees, and fixing sod damage in the afternoons.

The trees in the parks are being pruned. Tolzman and Goodview have been completed. Lawn services will be starting this week with a good cleaning of the areas to be mowed.

The Hallberg Project has finished the work on 273rd street and we can now shut down the South Water Tower for repairs. We have contacted the contractor to give us 24 hours' notice for the shutdown.

The gravel roads have been touched up with the grader as there is still frost in the roads. As soon as it dries up, and the frost is gone, we will be grading the entire roads.

Street sweeping has been intermittent with heavy rains.

Hydrant flushing is in April each year. This will be one of the latest starts in recent years. This is weather dependent also along with street sweeping.

Parks:

Garbage Cans have been returned

Reservations have started coming in

Warranty light replacement will be soon on the hockey rink

Sanitary Sewer:

Daily Rounds have been completed

Lift station updates and pumps have been ordered

Water:

Daily and monthly water tests have been completed

South Water Tower leak in the riser pipe/ Tower can now be scheduled for repair

Scheduling hydrant flushing with weather

Streets:

Tree trimming

Pothole repairs

Grading gravels

2022-2023 Road Salt Requirements submitted to the State

Surface Water:

Collecting the Data for the yearly reporting for the MS4 Permit

Street sweeping has started weather permitting



CITY OF WYOMING

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092

Phone: 651-462-0575 Fax: 651-462-0576

Election District Boundary Notice

To the voters of Chisago County, State of Minnesota:

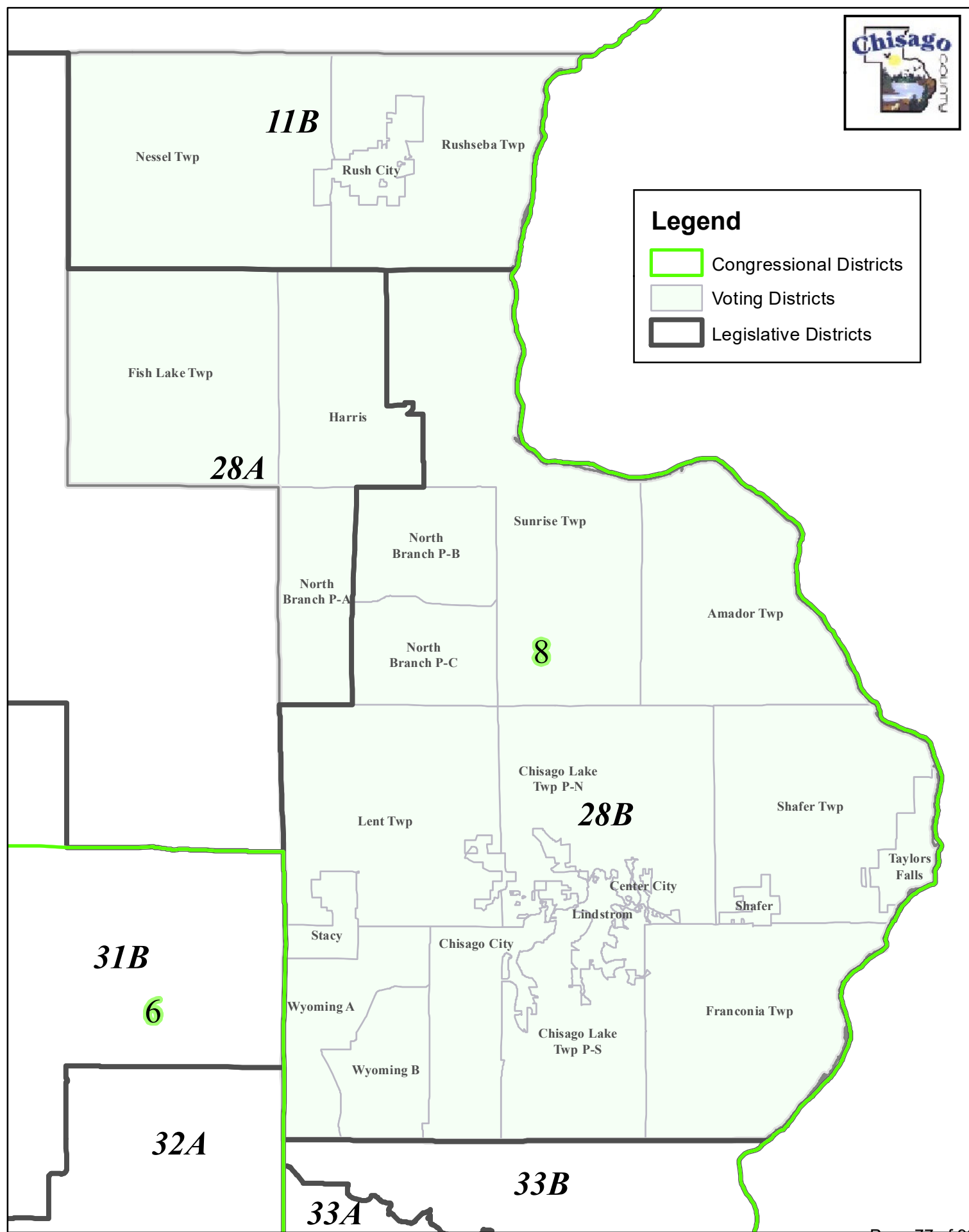
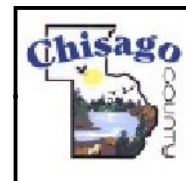
Notice is hereby given that the Congressional, Legislative and County Commissioner district boundaries for Chisago County have been reestablished for 2022 and future elections. The table represents all areas of redistricting by precinct. The maps represent recently adopted County Commissioner boundaries and Congressional and Legislative boundaries.

If you have any questions concerning either the district boundaries or your residence in these districts, please contact the Chisago County Auditor-Treasurer's Office at 651-213-8500.

Precinct Name	Congressional District #8	State Senate District # 11	State Senate District #28	State House District #11B	State House District #28A	State House District #28B	County Commissioner District
Amador Township	X		X			X	2
Center City	X		X			X	2
Chisago City	X		X			X	3
Chisago Lake Township North	X		X			X	2
Chisago Lake Township South	X		X			X	2
Fish Lake Township	X		X		X		5
Franconia Township	X		X			X	2
Harris	X		X		X		5
Lent Township	X		X			X	4
Lindstrom	X		X			X	3
Nessel Township	X	X		X			5
North Branch Precinct A	X		X		X		1
North Branch Precinct B	X		X			X	1
North Branch Precinct C	X		X			X	1
Rush City	X	X		X			5
Rushseba Township	X	X		X			5
Shafer	X		X			X	2
Shafer Township	X		X			X	2
Stacy	X		X			X	4
Sunrise Township	X		X			X	5
Taylor's Falls	X		X			X	2
Wyoming Precinct A	X		X			X	4
Wyoming Precinct B	X		X			X	4

Bridgitte Konrad
Chisago County Auditor-Treasurer

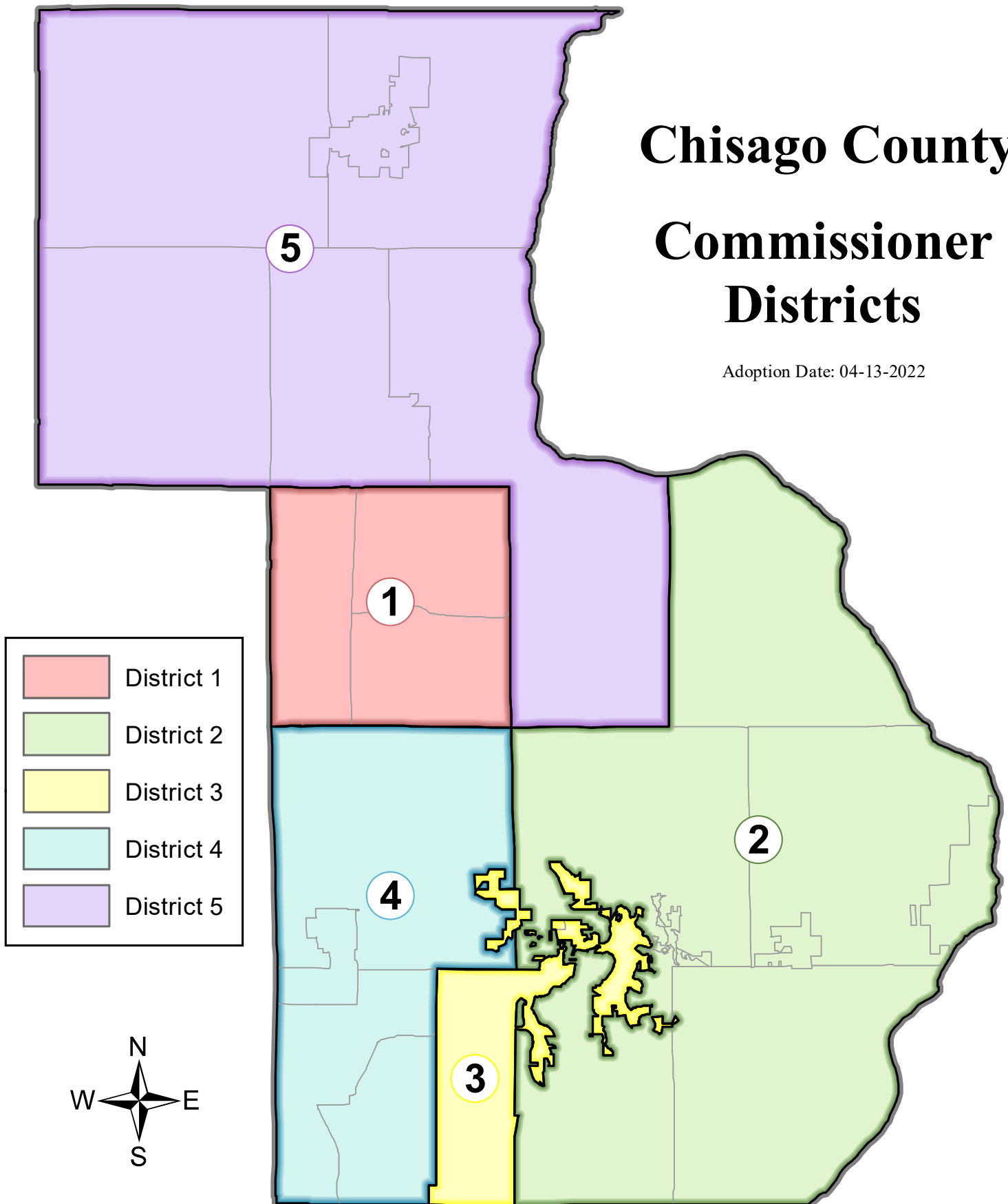
Chisago County with Congressional and Legislative Districts



Chisago County

Commissioner Districts

Adoption Date: 04-13-2022





Request for Council Action

Date: April 15, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Alex Saxe, Assistant City Administrator

Department: Administration

Reference: Arbor Day 2022

Method: New Business

Background Information:

In 2020, the Wyoming City Council applied for and became a member of the Tree City USA program. The Tree City USA program began in 1976 and is national program that supports community tree management. Trees are a critical part of a city's infrastructure. A healthy forestry program helps to protect groundwater, reduce energy costs, support erosion control, and boost property values. The city has since taken multiple steps to support and promote the city's tree infrastructure and regularly updates the Wyoming Tree Board of progress related to the city's green infrastructure. To maintain Tree City USA status the city is required to sign a proclamation celebrating Arbor Day.

Request: Approve the Proclamation celebrating Arbor Day in Wyoming, Minnesota on April 29th, 2022.



CITY OF WYOMING

P.O. Box 188, 26885 Forest Blvd., Wyoming, MN 55092
Phone: 651-462-0575 Fax: 651-462-0576



Proclamation Celebrating Arbor Day in Wyoming, Minnesota

WHEREAS: Arbor Day provides people the opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of the state; and

WHEREAS: Trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs while capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS: Properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS: Thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future.

NOW, THEREFORE, The City Council of Wyoming, Minnesota hereby proclaims Friday, April 29, 2022, as:

ARBOR DAY

Lisa Iverson
Mayor



Request for Council Action

Date: April 12, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Supporting housing and local decision-making authority

Method: New Business

Background Information:

Housing industry groups have recently attacked city land use tools such as zoning and planned use developments. They claim incorrectly that these basic regulatory functions are prohibiting the building of more affordable housing stock, when market factors such as labor costs, land, and materials are creating the market failures we see today. Cities across the state are experiencing housing challenges but their needs vary greatly from city to city.

Over the past several legislative sessions, cities have been continuously blamed for market forces that impact housing affordability and drive up housing costs including land, labor, and materials. Despite cities having no control over those market forces, there has been continued focus on the fallacy that city zoning, land use, permitting, and development processes are to blame for housing affordability challenges. Since 2018, legislation has been introduced that would broadly preempt city zoning and land use authority and fundamentally hamper city ability to respond to locally identified housing needs and advance community goals. These have included legislative proposals that: Fundamentally change what can be included in a Planned Unit Development, prohibit minimum lot sizes and minimum building sizes, cap park dedication fees, restrict city zoning authority when it comes to requiring certain architectural design standards and certain materials to achieve building performance standards among others.

While the House Omnibus Housing bill (HF 4376) includes many of the League of Minnesota cities priorities including additional Housing Infrastructure Bonds, resources that support local housing efforts, and flexible resources that address the full Housing Spectrum, the Senate Omnibus Agriculture and Housing Bill (SF 4019) still includes problematic zoning preemption proposals that would place new limitations on utilizing the Planned Unit Development Process and prohibit a city from approving a building permit, subdivision development, or planned unit development on the use of specific materials, design, or other aesthetic conditions that aren't required in the State Building Code.

Both the House and Senate Bill are awaiting floor action and will go through the conference committee process once acted on by the House and Senate.



CITY OF WYOMING

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Legislative proposals that seek to address housing affordability issues by preempting cities in no way guaranty that market rate developers will make their products more affordable. Rather, cities support statewide legislative solutions that focus on supporting cities by addressing the full spectrum of housing rather than just new market-rate owner occupied homes, support local innovation that is already happening rather than hampering it, incentivize cities rather than mandate cities, and provide community-specific solutions that are sensitive to regional market differences and locally-identified housing needs.

109 cities have passed resolutions supporting the authority of local elected officials and city staff to make housing and land use decisions in their community.

Recommendation: To approve Resolution 22-04-41 a resolution supporting housing and local decision-making authority



CITY OF WYOMING

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**LEAGUE of
MINNESOTA
CITIES**

[www.lmc.org/
housingdevelopment](http://www.lmc.org/housingdevelopment)

Zoning: Why It's Important

Zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment.

Local zoning regulation allows communities to plan for the use of land transparently, involving residents through public meetings.

Zoning regulates the kinds of uses a property may be used for — typically residential, commercial, industrial, and agricultural uses. This prevents overlapping incompatible uses, like having a home next door to a factory.



Why is zoning important for the economy?

Zoning can:

- Balance property uses for residential, industrial, commercial, and agricultural users.
- Incentivize the types of structures needed in the community, including affordable housing.
- Ensure optimal transportation options, which drives commerce and promotes community livability.



Why is zoning important for social and civic life?

Zoning can:

- Create space for new residents and innovative mixed-use spaces (such as residential and commercial uses in the same area).
- Preserve historic and culturally significant buildings and sites.



Why is zoning important for health and wellness?

Zoning can:

- Ensure adequate public infrastructure like sewer, water, and stormwater.
- Maintain parks and trails.



Why is zoning important for the environment?

Zoning can:

- Preserve unique natural resources like shoreland, wetlands, and other terrain, and protect air and water quality.
- Implement local plans to improve energy efficiency and other comprehensive plan goals.
- Prevent or mitigate flooding and soil erosion.

Irene Kao

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Housing Needs in Cities: State Policy Solutions That Work

Cities across the state are keenly aware of the unique housing challenges that face their communities, which can include shortages, high construction costs, and racial disparities. Cities are targeting these local housing needs with the tools available to them. In fact, housing development in cities is ahead of pace to meet a state goal of building 300,000 homes by 2030. Despite that, we can do better.

Legislative action focused on supporting cities must be a part of this solution-oriented approach.

What works: Full housing spectrum solutions

Each city is sustained by a different mix of housing stock, which may include but is not limited to: affordable housing, market-rate housing, and rental.

WHAT CITIES ARE DOING: Housing rehabilitation programs, tax abatement, inclusionary housing policies, and more.

LEGISLATIVE NEED: Adequately funded state housing programs and policy changes that support construction and preservation of housing across the housing spectrum.

What works: Local innovation support

Cities create policy and finance solutions to target locally-identified housing needs.

WHAT CITIES ARE DOING: Mixed-use developments, monetary and policy incentives for diverse housing stock, fee waivers, and more.

LEGISLATIVE NEED: More flexibility and more authority to use tools and resources that foster local innovation to address unique, individual community needs.

What works: Incentives instead of mandates

Market forces such as demand, cost of land, labor shortages, and materials are creating private sector market failures. Partnerships and outside resources can bridge the gap for developers and create more affordability.

WHAT CITIES ARE DOING: Low or no cost city-supplied lots, tax increment finance districts, free electrical service for construction sites, and more.

LEGISLATIVE NEED: Incentives for the private sector to construct less profitable housing statewide, additional flexibility for cities to construct and attract development when the private market won't meet community needs.

What works: Community-specific solutions throughout Minnesota

From Baudette to Bloomington, housing solutions must be responsive to the circumstances and unique characteristics of each city.

WHAT CITIES ARE DOING: First-time homebuyer down-payment assistance, local housing trust funds, density bonuses, and more.

LEGISLATIVE NEED: Support of city land use decisions that make sense for their communities, infrastructure solutions that protect taxpayers and resident safety.



BATC Papers: Top Five Inaccuracies

In 2019, the Builders Association of the Twin Cities (now known as Housing First Minnesota) issued two papers that included incomplete, inaccurate data to promote an agenda resulting in increased profits for developers and higher taxes for local residents. They then made recommendations based on this faulty data. It is important that legislators have accurate information as they make important decisions around housing and city fees for Minnesota.

1 In the Building Permit Fees: Boosting the Bottom Line for Minnesota Cities, BATC claims cities profited \$78 million in building permit fees, but this is patently false. In the last decade, cities subsidized development costs to the tune of **\$244 million**. Those expenses related to residential development were not covered by building permit fees, meaning cities are left with those costs and thus, subsidize development. BATC cherry-picked data and only provided partial information for how cities account for planning and development in order to claim cities were making a profit.

2 BATC inflated their numbers by over **500%**. In their Priced Out paper, it claims that city fees account for up to 33% of the cost of building a new home, but in reality city fees only account for 4-6%.

3 BATC omits any analysis of **labor and materials, which accounts for over 50%** of the cost to build a home. Any conversation to address affordable housing issues must also include solutions to address labor challenges and cost of building materials.

4 To make this about affordable housing is wildly off base and a disservice to those who are doing real, impactful work in this space. BATC based their data on higher-end market rate homes with four bedrooms, three bathrooms and three-car garages with an **average price of \$394,726**. **This is not affordable housing.** Not a single home comparison in their reports are based on anything that would be considered affordable housing stock.

5 Cities have over **25 tools** for housing affordability and developer assistance. At no point does BATC acknowledge all the work cities do to directly assist builders and developers to address affordable housing in their communities. The state should be bolstering these local efforts, not hindering them.

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FRIDAY, DECEMBER 3, 2021

Housing Is Local: Undermining Local Authority Is Not a Solution (post #1 of 2)

This is Post #1 of a series. Read Post #2 "[Do the Math — Preemption Arguments Are Based on Incomplete Research](#)" [here](#)

Minnesota cities often have strong partnerships with residential developers when it comes to supplying housing that fits community needs. Over the past few years, that partnership has been strained by a trade association that continues to blame cities for a scarcity of more affordable housing in cities across the state.

First, some context ...

The trade association, Housing First Minnesota, formed an advocacy organization in 2018 called the Housing Affordability Institute ([formerly known as their Legal Defense Fund](#)) that has compiled and distributed flawed reports omitting key data points and overstating the impact of city requirements and development fees on housing costs. Those reports are contributing to confused dialogue and misinformed legislative action designed to preempt local control over city planning and zoning decisions and development-related fees.

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The League of Minnesota Cities is a membership organization dedicated to helping cities throughout Minnesota build quality communities through effective advocacy, expert analysis, trusted guidance, and collective action. The League serves its more than 830 members through advocacy, education and training, policy development, risk management, and other services. For more information, visit www.lmc.org.

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For example, Housing First reported that cities are the highest driver of home costs claiming that one-third of a new home's price is due to regulations and policies. However, city analysis shows that only 3%-7% of the cost of a new home can be attributed to city fees that are collected to support critical infrastructure and to ensure a home is built safe and built to last. Indeed, the trade association's own analysis shows the highest cost drivers are labor and materials at 48-55% of a home's price, not local government fees and regulations. Furthermore, according to their own research, 20%-23% of home costs are due to builder profits and administrative costs.

Misleading and missing information

Consistent with the paper's misleading analysis, one of its home comparison case studies even included the cost for a private pool as a "park and green space fee/other open space" fee. This pool was 58% of the "green space fees" the city supposedly required in that example.

While cities are only collecting 3%-7% for city development-related fees, Housing First accuses Minnesota cities of making money on these fees. The reality is from 2009 through 2018, cities statewide lost \$244 million in their collection of development and building permit fees. Housing First examined a shorter timeframe and only looked at one category of fees and expenses (building permits) instead of all reported fees and expenses – despite having access to the same information as League researchers. Housing First is using that omission to advance an incorrect narrative.

There are numerous other **errors and inaccuracies to note**. Taken together, we can conclude that city regulations are not the largest drivers of housing costs: instead labor, materials, and land are.

Recent zoning discussions

Fast forward to this past summer, the Star Tribune published an article about today's zoning and drew comparisons to the historic and harmful practice of redlining used to discriminate against people of color and low-income populations. The Star Tribune research **has provided helpful data** to dive deep into conversations on housing, but the League has analyzed this data and found necessary information is missing from this conversation (see the **next post in this two-post series** for details). Despite these issues, the Star Tribune and Housing First reports continue to be publicly



BLOG ARCHIVE

- ▶ [2022](#) (1)
- ▼ [2021](#) (12)
 - ▼ [December](#) (3)
 - [‘We Will Be a Force for Good’ — New Year’s Optimis...](#)
 - [Housing Is Local: Do the Math — Preemption Argumen...](#)
 - [Housing Is Local: Undermining Local Authority Is N...](#)
- ▶ [November](#) (1)
- ▶ [August](#) (1)
- ▶ [June](#) (3)
- ▶ [May](#) (1)
- ▶ [February](#) (2)
- ▶ [January](#) (1)
- ▶ [2020](#) (10)
- ▶ [2019](#) (19)
- ▶ [2018](#) (28)
- ▶ [2017](#) (40)
- ▶ [2016](#) (54)
- ▶ [2015](#) (87)
- ▶ [2014](#) (115)
- ▶ [2013](#) (60)

referenced by those supporting preemption measures affecting current city zoning authority.

Motivated by service, not profit

Cities know there isn't a one-size-fits-all approach that effectively addresses housing needs in our state.

Development fees are necessary to cover the city's costs related to the review, approval, and inspection of the development. Those costs include significant time of many highly trained municipal professionals, including those working in the areas of administration, planning, community development, engineering, and fire prevention among others.

Unlike private developers, cities are motivated by service goals to ensure the health, safety, and welfare of their residents — not financial profits. The safety and well-being of residents are top priorities. Cities work with developers to ensure improvements like new streets, sidewalks, trails, sewer, water lines, and stormwater systems are safe and in good working condition, and the development project is consistent with the standards of existing properties.

In addition to ensuring homes are built right and critical infrastructure is in place to support residential development, city zoning regulates the kinds of uses a property may be used for — typically residential, commercial, industrial, and agricultural uses. This prevents overlapping incompatible uses, like having a home next door to a factory. Zoning decisions are best made by city officials and the residents who elect them.

What works: actual comprehensive solutions

The League of Minnesota Cities will continue working with cities to:

1. Address the full housing spectrum.
2. Support local housing innovations.
3. Utilize incentives instead of mandates.



4. Partner with the state to create community-specific solutions throughout Minnesota.

The League will also continue to oppose one-size-fits-all legislative proposals that would expand developer profits without effectively addressing the issue of housing.

[View Housing Needs in Cities: State Policy Solutions That Work](#)

[View the League's other housing and development resources](#)

Next in series: [A closer look at the Star Tribune analysis](#)

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FRIDAY, DECEMBER 3, 2021

Housing Is Local: Do the Math — Preemption Arguments Are Based on Incomplete Research (post #2 of 2)

This is Post #2 of a series. Read Post #1 "[Undermining local authority is not a solution](#)" [here](#)

For several months now, a trade association representing private builders and developers – with the help of a group of state legislators – has promoted state legislation that would undermine city authority to administer development fees that cover costs for city expenses and zoning regulations in their own communities. Supporters contend that these proposals would accelerate the building of affordable housing in the Twin Cities metro area. They also attempt to link city zoning policy to long-standing racial disparities in homeownership in our state.

Cities acknowledge that racial disparities exist and want to address ways to mitigate those disparities. Cities also are working to address affordable housing needs in our communities.

It is critically important, though, that cities maintain local authority to respond to community-specific housing needs and support the construction and preservation of [housing stock across the housing spectrum](#) in order for a city to support the diverse needs of its residents. State preemption

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promoted by for-profit developers is not a solution and will only hinder local efforts to support housing issues in their communities.

Research unpacked

To help bolster their case for preemption, the group known as Housing First and legislators who seek state mandates point to research highlighted in a Star Tribune story published this past summer. The story presented data and statistics on zoning and its relationship to racial disparities in homeownership.



However, there are issues with the Star Tribune's research that cast doubt on some of its conclusions. For example, the Star Tribune created a "rural residential" zoning classification that was characterized as "residential." At first glance, there doesn't seem to be any issue with this. However, "rural residential" is described as zoning districts that only allow single-family detached homes but have minimum lot size requirements exceeding five acres.

Upon closer examination, our own League research found an overwhelming majority of the zoning districts with this designation are zoned for agricultural purposes or future development. It makes sense that the lots would be larger in nature. Very few of these "rural residential" categories actually included single-family detached homes, but were nevertheless included in the reported statistics for the percentage of the Metro that is residential and also single-family zoning.

NOTE: The Star Tribune collected zoning ordinances in 2019. The League re-examined the "rural residential" zoning ordinances in 2021, so there may be differences based on time. However, zoning districts in 2021 would be modified to be more specific, not less.

What does this all mean?

The League took a closer look at the data provided by the Star Tribune and found that if you don't include farmland or land zoned for future development, 43% of the land in the Metro area allows for a residential structure to be built on less than or equal to a ¼ acre.

Here's how the formula works:

BLOG ARCHIVE

- ▶ 2022 (1)
- ▼ 2021 (12)
 - ▼ December (3)
 - 'We Will Be a Force for Good' — New Year's Optimis...
 - Housing Is Local: Do the Math — Preemption Argumen...
 - Housing Is Local: Undermining Local Authority Is N...
- ▶ November (1)
- ▶ August (1)
- ▶ June (3)
- ▶ May (1)
- ▶ February (2)
- ▶ January (1)
- ▶ 2020 (10)
- ▶ 2019 (19)
- ▶ 2018 (28)
- ▶ 2017 (40)
- ▶ 2016 (54)
- ▶ 2015 (87)
- ▶ 2014 (115)
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- Percentage from city_zoning_sizes.csv = (Mixed + Only Detached + Two Family + PUD-R + MF Residential, Minimum lot size per unit $\leq 1/4$ acre)/(Mixed + Only Detached + Two Family + PUD-R + MF Residential)

If farmland or land zoned for future development is not included, 31% of the land in the Metro area is zoned to allow only single-family, detached homes to be built on less than or equal to $1/4$ acre.

- Percentage from city_zoning_sizes.csv = (Only Detached, Minimum lot size per unit $\leq 1/4$ acre)/(Mixed + Only Detached + Two Family + PUD-R + MF Residential)

But how many cities allow for homes to be built on less than $1/4$ acre? The numbers show that 84% (86 cities out of 102 Metro-area cities) have at least one zoning district that allows a residential property to be built on $1/4$ acre lot or less. 60% (62 of these cities) allow for single-family, detached homes and other residential structures on $1/5$ acre lot or less.

Housing First and some legislators have for years pushed to undermine local planning and zoning authority. And now they're drawing on the Star Tribune's incomplete analysis to push legislation that would undermine local decision-makers across the entire state.

Comprehensive solutions support local efforts

As the 2022 legislative session approaches, the League will work with stakeholders to advance a more comprehensive solution for housing in Minnesota that seeks to support local efforts rather than hinder them. We will continue to oppose measures, however, that undermine local control under the guise that it improves housing affordability. Housing development is a local matter.

[View Housing Needs in Cities: State Policy Solutions That Work](#)

[View the League's other housing and development resources](#)

As this topic continues to unfold in the state legislature, watch this blog and the Cities Bulletin for additional updates.



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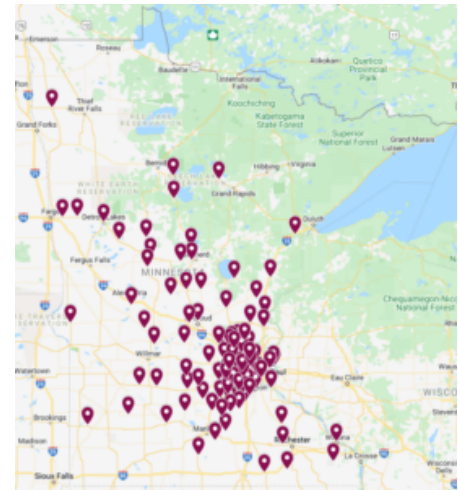


Housing and Local Decision-Making Authority Resolution

updated 4/13/22

The following 109 cities have passed resolutions supporting the authority of local elected officials and city staff to make housing and land use decisions in their community. They also resolve to support housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

- [Access the model resolution and advocacy toolkit here](#)
- [Learn more about housing and development topics in Minnesota cities](#)
- [Read the latest legislative news on housing and development](#)



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tbengtson@lmc.org

RESOLUTION 22-04-41

**CITY OF WYOMING
CHISAGO COUNTY, MINNESOTA**

A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WYOMING that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

HEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 19th Day of April 2022.

CITY OF WYOMING

Lisa Iverson, Mayor

ATTEST:

Robb Linwood, City Administrator/Clerk



Request for Council Action

Date: April 15, 2022

Presented to: Mayor Iverson and City Council Members

Presented by: Robb Linwood, City Administrator

Department: Administration

Reference: Work Session

Method: New Business

Background Information:

The City of Wyoming has been reviewing the Sexual Predator Ordinance that was established in 2009. In recent years, approximately 90 localities across Minnesota have approved sex-offender residency restrictions in their city or county. These ordinances bar people convicted of certain sex offenses from living within certain distances of schools, parks, playgrounds, churches and child care centers.

Recently, many of these ordinances have been challenged in court due to the ordinances being declared so broad that the majority of residential properties within the city's boundaries are off-limits to offenders. Attorneys representing the challengers argue that the measures violate civil rights and hamper efforts by the state to integrate offenders back into society. There have been multiple settlement agreements around the metro area for cities that have been sued and had to pay large settlements due to the level of restrictions in their ordinances. In one case a city's ordinance was ruled or in void by a district court.

It is staff's recommendation that we review our ordinance and determine an appropriate level of restrictions that will still allow the city to control the residing of sexual offenders in the city limits and also keep the city out of potential litigation.

Recommendation: That the Wyoming City Council set a work session date to take place on Tuesday, May 3, 2022 at 5:30PM.



CITY OF WYOMING

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