

NOTICE for Meeting pursuant to Minn. Stat. § 13D.021

City of Sleepy Eye

City Council Meeting

Notice of Meeting by Telephone or Other Electronic Means

NOTICE IS HEREBY GIVEN that the City Council of the City of Sleepy Eye will hold its regular meeting on April 14th, 2020 at 7:00pm at the Council Chambers, 200 Main Street East, Sleepy Eye Minnesota.

In accordance with the requirements of Minn. Stat. Section 13D.021, the Mayor has determined that an in-person meeting is not practical or prudent because of a health pandemic or an emergency declared under Chapter 12 of the Minnesota Statutes.

Because of the health pandemic and emergency declaration, it has been determined that attendance at the regular meeting location by members of the public is not feasible.

Because of the health pandemic and emergency declaration, it has been determined that the physical presence at the regular meeting location by at least one member of the body, chief legal counsel or chief administrative officer is not feasible.

Therefore, some or all of the City Council members may be participating by telephone or other electronic means.

Members of the public may monitor the meeting by dialing 1-312-757-3121 and using access code 554-157-965 followed by the # sign.

**Notice of a Regular meeting of the City
Council of the City of Sleepy Eye to be
held electronically in accordance with MN Statute 13D.021
Meeting to be held via GoToMeeting
The public may call in by dialing 1-312-757-3121
and using access code 554-157-965 followed by the # sign
Meeting to be held on Tuesday April 14th, 2020 at 7:00 pm**

All times are approximate.

- 1 7:00 PM Call to order.
Consider resolution establishing unfeasibility of In-Person meetings
Approval of minutes from the March regular and emergency meeting.
- 2 7:05 PM Consider extending the Mayor's Declaration of Local Emergency
- 3 7:10 PM Consider variance for Jeff and Sue Pelzel garage
- 4 7:15 PM Consider combination on-sale/off-sale liquor license for Railway Bar
- 5 7:20 PM City Attorney's report.
 - A. Food truck ordinance second reading
 - B. Barking Dogs ordinance second reading
 - C. Nuvera franchise agreement ordinance second reading
 - D. Renewal City of Sleepy Eye/State of Minnesota Bureau of Criminal Apprehension
Joint Powers Agreement
- 6 7:30 PM City Engineer's Report
 - A. 12th Avenue/St. Mary's project update.
 - B. 2020 Street and Utility project update. Consider change order #1
- 7 7:40 PM City Manager's Report.
- 8 7:40 PM Miscellaneous Correspondence.
- 9 7:45 PM Police Report and cash fund balances.
- 10 7:45 PM Bills.
- 11 7:50 PM Adjourn.

RESOLUTION # 10-2020

Resolution Establishing Unfeasibility of In-Person Meetings due to COVID-19

CITY OF SLEEPY EYE, MINNESOTA

WHEREAS, on March 13, 2020, Minnesota Governor Tim Walz issued Executive Order 20-01, “Declaring a Peacetime Emergency and Coordinating Minnesota’s Strategy to Protect Minnesotans from COVID-19,” declaring a peacetime emergency under Minn. Stat. § 12.31, subd. 2;

WHEREAS, the Center for Disease Control has labeled COVID-19 as a pandemic illness;

WHEREAS, COVID-19 poses a risk to the health, welfare, and safety of the public;

WHEREAS, the Minnesota Department of Health has issued guidelines and recommendations to slow the spread of COVID-19 that include limiting social interaction;

WHEREAS, the City of Sleepy Eye, Minnesota provides important services related to transportation, public safety, economic development, critical infrastructure and protection of property;

WHEREAS, Minn. Stat. § 13D.021 permits open meetings to be conducted through telephone or other electronic means if:

1. The presiding officer for the governing body finds it not practical or prudent to meet in person because of a health pandemic or an emergency declared under Minn. Stat. Ch. 12;
2. All members of the body participating in the meeting, wherever their physical location, can hear one another and hear all testimony and discussion;
3. Members of the public present at the regular meeting location can hear all discussion, testimony, and votes of the public body, unless attendance at the meeting is not feasible due to health pandemic or emergency declaration;
4. At least one member of the body, chief legal counsel, or chief administrative officer is present at the regular meeting location, unless unfeasible due to health pandemic or emergency declaration; and
5. All votes of the body are conducted by roll call so each member’s vote can be identified and recorded; and

WHEREAS, the Mayor of the City of Sleepy Eye, Minnesota, finds that that in-person city council meetings are not practical or prudent because of the COVID-19 health pandemic, and that city

meetings shall be held by telephone or other electronic means pursuant to Minnesota Statute, section 13D.021.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF SLEEPY EYE, MINNESOTA AS FOLLOWS:

1. Due to COVID-19 health pandemic and the public health emergency it is not feasible for members of the public to hear all discussion and testimony and all votes of the city council during meetings held by electronic means.
2. Due to the COVID-19 health pandemic and public health emergency, it is not feasible to have at least one member of the city council or other appropriate staff physically present at the regular meeting location during meetings held by electronic means.
3. All City meetings governed by Minnesota Statutes, Chapter 13D, will be conducted through telephone or other electronic means without members of the public or City officials present at the regular physical location so long as a health pandemic exists or an emergency is declared under Minnesota Statutes, Chapter 12.
4. City staff is directed, to the extent practical, provide means for the public to monitor City meetings held by telephone or other electronic means from a remote location.
5. City staff is directed to provide notice of all City meetings held by telephone or other electronic means in a manner consistent with state law.

Date

Mayor

Attest:

City Clerk

March 10, 2020

The regular meeting of the City Council of the City of Sleepy Eye was held in the Council Chambers, 200 Main Street East, Sleepy Eye, MN at 7:00 p.m. on the 10th day of March 2020 per due call and notice. Mayor Wayne Pelzel and Councilors Nathan Stevermer, Douglas Pelzel, Joann Schmidt, Larry Braun and Gary Windschitl were present. Also, present were City Manager Bob Elston, City Attorney Alissa Groen, Public Works Director Mike Hardin, EDA Director Kurk Kramer and City Clerk Michelle Strate.

Councilor Schmidt moved to approve the minutes of the February 11, 2020 regular meeting. Councilor Windschitl seconded the motion and the motion carried.

Councilor Stevermer made a motion to approve the one-day liquor license to St. Mary's Church for May 1, 2020. Councilor Braun seconded the motion and the motion carried.

Councilor Pelzel made a motion to approve the plumbing license for B&N Plumbing-n-Heating. Councilor Schmidt seconded the motion and the motion carried.

Councilor Stevermer made a motion to approve the permit to sell goods on a public street to Gouda Q on March 21, 2020. Councilor Windschitl seconded the motion and the motion carried.

Councilor Stevermer made a motion not to object to gambling permit to Sleepy Eye Sportsmen Club. Motion was seconded by Councilor Braun and the motion carried.

Councilor Pelzel made a motion to rescind the motion to work with Perfect Minds for the camping reservation software. Councilor Braun seconded the motion and the motion carried. Discussion was had regarding a new software. ResNexus is being used by 3 other campgrounds in Minnesota and has no set up fees and no contract. It would cost \$107.25/month for the basic plan of using it just for the camping. Councilor Pelzel made a motion to approve ResNexus. Councilor Braun seconded the motion and the motion carried.

Councilor Schmidt made a motion to approve the Ambulance Rate Increases that were proposed. Currently the rate for ambulance for an in-town run is \$640.00, it would increase that to \$750.00. Currently the mileage is \$14.85 and that would increase to \$16.00. Councilor Pelzel seconded the motion and the motion carried.

City Attorney Groen reported on the following:

- A. Councilor Stevermer called for First Reading of the Food Truck License.
- B. Nuvera Franchise Agreement. Councilor Pelzel called for First Reading amending the Ordinance.
- C. Barking Dogs. Currently the ordinance is unconstitutionally vague and we need to set more specific boundaries. Councilor Pelzel called for First Reading of the Amendment to the Ordinance.

City Engineer David Palm reported on the following:

- A. 12th Avenue Project. Bids were received February 25th, one contractor bid on the project, Mathiowetz Construction. Base bid was \$3,184,093.28 with Alternate 1- \$617,880.63 (Elm Street Addition), and Alternate 2- \$29,117.40 (City Lot by Event Center). Total bid was \$3,831,091.31. Engineers estimate was approximately \$3,463,000.00. The City will be receiving Grant Funds of approximately \$1,700,000.00. Councilor Pelzel made a motion to accept the Base Bid including Alternate 1 & 2. Councilor Stevermer seconded the motion and the motion carried.
- B. 2020 Project. Bids were received on March 3rd. MR Paving was the lone bidder. Base bid was \$7,758,696.07, with Alternate 1 (school street) - \$1,292,960.31 and

- Alternate 2 (milling & overlay) - \$661,194.22. Total bid was \$9,712,850.60. Engineers estimate was approximately \$7,700,000.00. Councilor Stevermer made a motion to approve the Base Bid for the 2020 Project without Alternate 1 & 2 of the Project. Councilor Pelzel seconded the motion and the motion carried. Discussion was had regarding completing the mill and overlay within the next 3-5 years.
- C. Councilor Stevermer made a motion to adopt Resolution 8-2020, The Resolution approving LRIP Grant Terms and Conditions.

RESOLUTION 8-2020

RESOLUTION APPROVING LRIP GRANT TERMS AND CONDITIONS

SAP 008-594-002

MnDOT AGREEMENT NO. 1036095

WHEREAS, the City of Sleepy Eye (via Brown County Sponsor) has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available and

WHEREAS, the amount of the grant has been determined to be \$750,000 by reason of lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Sleepy Eye (via Brown County Sponsor) does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the new roadway but not requires. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above referenced grant.

Adopted by the City Council of the City of Sleepy Eye, Minnesota, this 10th day of March 2020

/s/ Bob Elston

City Manager

ATTEST:

/s/Michelle Strate

City Clerk

Councilor Windschitl seconded the motion and the motion carried.

City Manager Elston reported on the following:

- A. Discussed that we had a Bond call with S&P and should be receiving our new Bond Rating in the next week to two weeks.
- B. Councilor Windschitl made a motion to approve Resolution 9-2020, the Resolution Regarding Maintenance and Improvement of the Quality of Sleepy Eye Lake.

RESOLUTION 9-2020

RESOLUTION REGARDING MAINTENANCE AND IMPROVEMENT OF THE QUALITY OF SLEEPY EYE LAKE

Be it resolved that the City Council for the City of Sleepy Eye (hereinafter City), hereby supports the continued efforts to maintain and improve the quality of Sleepy Eye Lake now and in the future. The City recognizes the value that the Sleepy Eye Lake brings to the community of Sleepy Eye. Recent efforts to maintain the quality of Sleepy Eye Lake have led to the removal of the lake from the impaired waters list. The City, with the support of local residents, wish to continue those efforts to maintain and improve the quality of Sleepy Eye Lake.

I certify that the above resolution was adopted by the City Council of the City of Sleepy Eye on March 10, 2020.

/s/Wayne Pelzel
Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Resolution on March 10, 2020, in accordance with the Charter Provisions and state laws provided therefore.

Dated: March 10, 2020

/s/Michelle Strate
Michelle Strate, City Clerk

State of Minnesota)
)ss.
County of Brown)

This instrument was acknowledged before me on _____, 2020, by Wayne Pelzel, as Mayor and by Michelle Strate, as City Clerk of the City of Sleepy Eye, a Municipal Corporation.

Notary Public

Councilor Pelzel seconded the motion and the motion carried.

- C. There is a Fund Summary document that is generated from our accounting software and will be included in the Board packets each month.

Miscellaneous correspondence was included in agenda packets

Councilor Braun made a motion to approve the Police Report and Cash Fund Balances. Councilor Schmidt seconded the motion and the motion carried.

Councilor Schmidt moved to approve and allow payment of the monthly bills. Councilor Pelzel seconded the motion and the motion carried.
There was no other business.
The meeting was properly adjourned at 8:08 p.m.

Wayne Pelzel, Mayor

Michelle Strate, City Clerk

March 25, 2020

The special meeting of the City Council of the City of Sleepy Eye was held in the Council Chambers, 200 Main Street East, Sleepy Eye, MN at 12:00 p.m. on the 25th day of March 2020 per due call and notice. Mayor Wayne Pelzel and Councilors Nathan Stevermer, Douglas Pelzel, Joann Schmidt, Larry Braun and Gary Windschitl were present. Also, present were City Manager Bob Elston, City Attorney Alissa Groen and City Clerk Michelle Strate.

Councilor Windschitl made a motion to extend the Mayor's Proclamation and Declaration of Emergency dated March 23, 2020, to April 14, 2020. Councilor Stevermer seconded the motion and the motion carried.

There was no other business.

The meeting was properly adjourned at 12:04 p.m.

Wayne Pelzel, Mayor

Michelle Strate, City Clerk

CITY OF SLEEPY EYE PROCLAMATION AND DECLARATION OF EMERGENCY

WHEREAS, the virus named “SARS-CoV-2,” is a new strain of coronavirus that has not previously been identified in humans and can easily spread from person to person and which causes a disease named “coronavirus disease 2019,” commonly known as “COVID-19,” which is a respiratory disease that can result in serious injury or death; and

WHEREAS, on January 21, 2020 the first case of COVID-19 was detected in the United States; on March 6, 2020 the first case of COVID-19 was detected in the State of Minnesota; and as of March 16, 2020, there are thirty-five known cases of COVID-19 in Minnesota, including cases in Brown County; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020; and

WHEREAS, on March 13, 2020, President Donald Trump declared that the COVID-19 outbreak in the United States constitutes a National Emergency; and

WHEREAS, on March 13, 2020, Governor Tim Walz declared a Peacetime State of Emergency to authorize and all necessary resources to be used in support of the COVID-19 response; and

WHEREAS, as of March 15, 2020 the World Health Organization Situation Report confirmed a total of 153,517 cases of COVID-19 in over 135 countries, including 5,735 deaths; and as of March 15, 2020 a total of 35 cases of COVID-19 have been reported in Minnesota including two in Brown County; and

WHEREAS, COVID-19 has been identified by the World Health Organization as a pandemic, and the United States Centers for Disease Control has provided guidance for individuals, healthcare professionals, and businesses to slow the spread of COVID-19, which include cancelling or postponing in-person events that involve more than fifty people for eight weeks; and

WHEREAS, the City of Sleepy Eye has been working diligently with local, state, and federal partners to maintain situational awareness and respond to COVID-19; and

WHEREAS, additional local cases will trigger a more aggressive public health response and are predicted to impact residents of Sleepy Eye and those who work in or travel through the City, including City employees; and the need for social distancing, school closings, and quarantine methods to stop the spread of COVID-19 is expected to cause significant challenges; and

WHEREAS, the City Manager and Emergency Management Team find that this situation threatens the health, safety, and welfare of the citizens of the community and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public as a result of COVID-19; and

WHEREAS, the City Manager and Emergency Management Team find that traditional sources of financial aid, assistance and relief will not be able to compensate for the potential impact of COVID-19,

and have determined that the necessary resources to respond to and recover from this pandemic will exceed those resources available within the City of Sleepy Eye and additional resources will be needed from Brown County and state and federal sources.

NOW, THEREFORE, MAYOR WAYNE PELZEL OF THE CITY OF SLEEPY EYE PROCLAIMS, DECLARES, REQUESTS, AND DIRECTS AS FOLLOWS:

1. Under the authority given by Minnesota Statutes, Section 12.29, declares that a local emergency exists within the City of Sleepy Eye, effective March 23rd, 2020, with all the powers and responsibilities attending thereto as provided by Minnesota Statutes, Chapter 12, and further proclaims that such emergency constitutes a declared emergency.
2. Directs City Staff to review ordinance and regulatory requirements, operations, civil and legal proceedings, events, and resources to determine whether the foregoing should be adjusted or suspended, and to make recommendations regarding additional emergency regulations to support the employees and residents of the City of Sleepy Eye.
3. Directs that an Emergency Management Team be established, which shall consist of the City Manager, Emergency Manager and City Health Officer.
4. Directs all City departments and offices to operate and support the response to this incident, under the direction and coordination of the Emergency Management Team, including implementing new employee protocols, strategies, and processes to ensure that public services are maintained.
5. Directs the City's Emergency Management Team and other appropriate City staff to request and coordinate appropriate aid and resources from surrounding jurisdictions, Brown County, the State of Minnesota, and the Federal government, as needed.
6. Declares, under Minnesota Statutes, Section 13D.021, that in-person meetings of the City Council, Planning Commission, and other advisory commissions of the City of Sleepy Eye are not practical or prudent due to the COVID-19 health pandemic and the peacetime emergency declared by Governor Walz pursuant to Minnesota Statutes, Chapter 12, and hereby directs that meetings of the City Council, Planning Commission, and other advisory commissions of the City shall be conducted by telephone or other electronic means, and hereby directs City Staff to take such action as may be necessary to enable such meetings to occur via telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, until such time as it is no longer impractical or imprudent for the City Council, Planning Commission, and other advisory commission to resume in-person meetings.
7. Requests that the City Council convene an emergency session at its earliest convenience to discuss the situation and this declaration. This emergency declaration shall continue for a period of three (3) days from its effective date of March 23rd, 2020, unless further extended by or with the consent of the City Council pursuant to Minnesota Statutes, Section 12.29, subd. 1.
8. Orders that this declaration be given prompt and general publicity and that it be filed promptly by the City Clerk.

Minutes of the Regular Meeting of the

Planning and Zoning Commission

Tuesday, October 29, 2019

The regular meeting of the Planning and Zoning Commission was called to order at 5:15 p.m. by Mike Suess, chairman. Roll call was taken. In attendance were Jeff Pietig, Dean Stimpert, Dennis Fromm, Bob Zinniel and Mike Suess. Absent were Gwyn Goettig-Ruddy and Nichole Krenz. Guests included Jeff and Sue Pelzel, applicants, and our council member liaison, Doug Pelzel.

Minutes of the March 5, 2019 planning and zoning minutes were reviewed. Motion to approve by Bob Zinniel and a second motion by Dean Stimpert. Motion passed.

Discussion was heard on the requested zoning variance by Jeff and Sue Pelzel. The request was to put a new addition on to an existing garage. A portion of the existing garage would be removed leaving the 12' by 18' 10" portion which is located on the northwest corner of their property. This garage is located next to the alley. The existing garage is 2' off of the west property line and the west wall would be extended along the west side of the property. No property pins could be located. It is a requirement to locate property pins when building new or an addition to an existing structure. The ordinance reads that detached garages, screen porches, sheds and similar accessory uses behind dwelling may encroach in the rear and side yard setback areas but no closer than 4' from lot lines. Dean Stimpert made a motion to make a recommendation to the city council to allow the variance with the location of the property pins before the building permit is issued. Bob Zinniel seconded the motion. Motion passed.

Reviewed building permits that were issued since the March 5, 2019 meeting. Checking permit numbers 045-19 and 046-19 to clarify work done. It looks like the same permit was applied for. Vickie Kral will look up the permits. Bob Zinniel made a motion to approve the permits. Dennis Fromm seconded the motion. Motion passed.

Mike Suess, chairman, adjourned the meeting at 6:00 p.m.

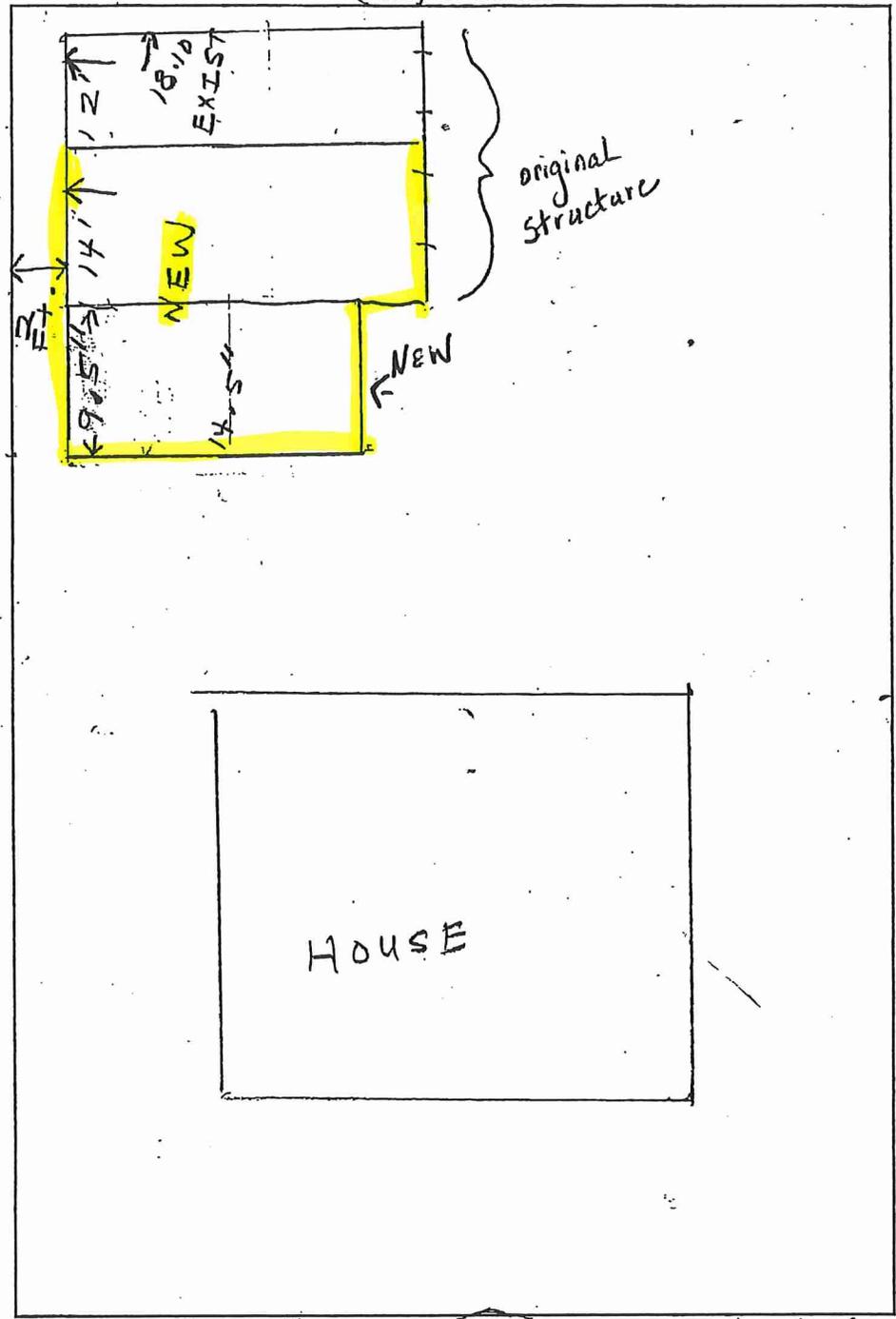
Name JEFF PELZEL

Permit No. _____

Address 108 WATER SW
794-7435

Plot Plan
Alley or Street

N



2" or

Lot or Street

150'

Lot or Street

50'

Alley or Street
S

Chapter 7 - General Exceptions
Garages 10-7-2

Initial

Property owner or the owner's agent is responsible for identifying and marking the property lines.

A survey may be required if the property lines cannot be located.

For all new construction or additions, you must stake-out the dimensions (minimum of four stakes) clearly identifying location of building project.

2' off lot line 36'

10'

14'

12'

GARAGE
9'5" X 14'-10"

GARAGE
13'-6" X 18'-10"

Existing
GARAGE
11'-0" X 18'-10"

30460

2"

9070

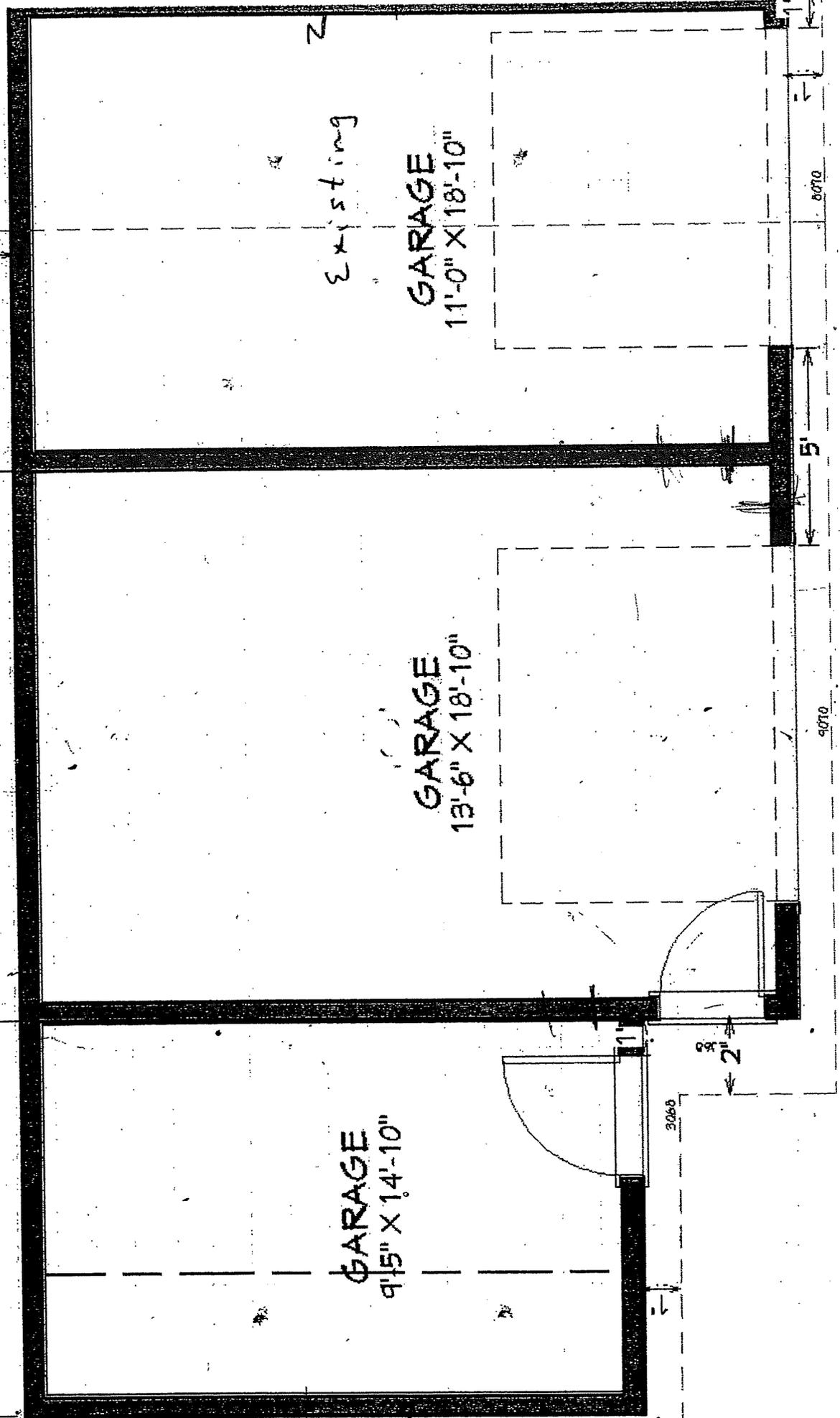
5'

8070

110' 7" E

106x-61156
352-375

under 940' sq. ft.



ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING LICENSING AND REGULATIONS FOR MOBILE FOOD UNITS AND FOOD CARTS.

THE CITY COUNCIL OF THE CITY OF SLEEPY EYE DOES ORDAIN AS FOLLOWS:

Article 1. Purpose.

This ordinance is designed to permit the reasonable use of mobile food units while preventing any adverse consequences to residents, businesses and public property.

Article 2. Definitions.

The following words and terms when used for this license shall have the following meanings unless the context clearly indicates otherwise.

1. Mobile Food Unit.
 - a. A self-contained food service operation, located in a motorized, wheeled or towed vehicle, that is readily movable without disassembling and that is used to store, prepare, display, or serve food intended for individual portion service; or
 - b. a mobile food unit as defined in Minnesota Statutes Section 157.15, Subdivision. 9.
2. Food Cart. A food and beverage service establishment that is a nonmotorized vehicle that is self-propelled by the operator.

Article 3. License Requirement.

1. License fees. Fees for annual licenses are set forth in the City's fee schedule.
2. Non-Transferable License. A Mobile Food Unit or Food Cart license is nontransferable. Proof of license shall be displayed at all times in the Mobile Food Unit or Food Cart.
3. License Application Requirements. It is unlawful for any person to operate a Mobile Food Unit or a Food Cart in the city without first obtaining a license from the city. An application for a license shall be filed, along with the required fee, with the City Clerk. The applicant must be made by the owner of the Mobile Food Unit or Food Cart. The application shall be made on a form supplied by the city and shall contain information requested by the City, including the following:
 - a. Name of the owner and operator, if different than the owner, of the mobile food unit or food cart and permanent and temporary home and business addresses;
 - b. The applicant's full legal name, date of birth, driver's license number, phone number and email address;
 - c. A description of the nature of the business, the goods to be sold and the license plate number and description for any motorized or unmotorized vehicle to be used in conjunction with the activity;
 - d. The name, address and contact information for the business with which the mobile food unit or food cart is affiliated, if applicable; and

- e. Copy of the license issued to the Mobile Food Unit or a Food Cart by one of the following: US Department of Agriculture, MN Department of Health, or Brown Nicollet Environmental Health.
4. A Mobile Food Unit or Food Cart shall not be required to obtain the written permit under Sleepy Eye City Code Chapter 7-1-3-A; however, it shall be subject to all other requirements in said chapter.

Article 4. Conditions of Licensing.

A Mobile Food Unit or Food Cart may only operate if compliant with the following:

1. Hold Harmless. If the Mobile Food Unit or Food Cart will be located in a city park, on city property, or in the public right-of-way, a signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
2. Performance Standards. A Mobile Food Unit or Food Cart licensee is subject to the following performance standards:
 - a. Applicable license fee shall be paid and license obtained.
 - b. A Mobile Food Unit or Food Cart shall be operated in strict compliance with the laws, rules and regulations of the United States and State of Minnesota.
 - c. Wastewater may not be drained into City storm water drains.
 - d. A Mobile Food Unit or Food Cart shall provide and maintain at least one clearly designated waste container for customer use per each Food Cart or Mobile Food Unit. The operator of a Mobile Food Unit or Food Cart is responsible for daily removal of trash, litter, recycling and refuse. Public trash cans shall not be used to dispose of waste generated by the operation. The operator shall provide a garbage receptacle with a tightfitting lid. The receptacle shall be easily accessible for customer use.
 - e. A Mobile Food Unit must provide an independent power supply that is screened from public view and that complies with pertinent City noise regulations.
 - f. A Mobile Food Unit or Food cart may operate between 7 a.m. and 11 p.m. and must not create any unnecessary noise, disturbances or disrupt public traffic or safety in any way. An exemption to hours may be authorized by the City Manager on a per event basis.
 - g. Operators must maintain cleanliness around their Mobile Food Unit or Food Cart and the mobile food unit or food cart must be kept in good repair and have a neat appearance.
 - h. A Mobile Food Unit or Food Cart operator must be licensed by one of the following: US Department of Agriculture, MN Department of Health, or Brown Nicollet Environmental Health. The license must be posted on the mobile food unit or food cart.
 - i. A Mobile Food Unit or Food Cart stored within the City must comply with all applicable zoning ordinance requirements.

3. Practices Prohibited. It is unlawful for any person engaged in the business of a Mobile Food Unit or Food Cart operation to do any of the following:
- a. Call attention to that licensee's business by crying out, blowing a horn, ringing a bell, loud music or by any loud or unusual noise, or by use of any amplifying device;
 - b. Fail to display proof of license and produce valid identification when requested;
 - c. Allow a Mobile Food Unit or Food Cart to remain on the property of another when asked to leave;
 - d. Obstruct the ingress or egress from commercial buildings during the building hours of operation;
 - e. A Mobile Food Unit or Food Cart shall not operate as a drive up or drive-thru window;
 - f. LP tank, if any, must be affixed to the Mobile Food Unit and cannot be placed in the street;
 - g. Claim endorsements by the City; or
 - h. Conduct business in any manner as to create a threat to the health, safety, and welfare of a specific individual or the general public.

Article 5. Suspension or Revocation of a License.

A license issued pursuant to this Ordinance may be suspended by the City if the licensee has violated the terms of this ordinance, or is otherwise conducting business in such a manner as to constitute a breach of the peace, fraudulent conduct, or any other conduct that is prohibited by local, state or federal laws or regulations. Falsification of information required for a license is also grounds for denial, suspension or revocation of a license. The license shall be automatically revoked if the licensee does not file an appeal pursuant to this Section. When taking action on any license issued under this Section, the City shall provide the licensee with verbal or written notice of the violation. The notice shall inform the licensee of its right to be heard before the City Council. The notice shall also inform the licensee that the license shall be automatically revoked if no appeal is filed within twenty-one (21) days of the date of the notice by the city. Verbal notice shall be confirmed within five (5) days by a mailed written notice to the licensee. The City Council shall not conduct a hearing on a suspension or revocation unless a request is made by the next City Council meeting. No City Council resolution or other notice calling for a hearing shall be required.

Article 6. Violations.

Violations of any term of this Ordinance shall be a misdemeanor.

Article 7. Effective Date.

This Ordinance shall be effective upon passage and publication.

Passed by the City Council for the City of Sleepy Eye, Minnesota, on _____, 2020.

Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on _____, 2020, in accordance with the Charter Provisions and state laws provided therefore.

Dated: _____, 2020

Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD
DISPATCH, Sleepy Eye, Minnesota, on
_____, 2020.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY CODE SECTION 5-4-10-d, "OTHER UNLAWFUL ACTS" REGARDING ANIMAL BARKING

WHEREAS, the City of Sleepy Eye has determined that amending City Code Section 5-4-10-d, "Other Unlawful Acts" regarding animal barking, howling, and whining, would be in the public interest.

WHEREAS, the current language of said section of the City Code has been ruled by a district court judge to be unconstitutionally vague, therefore rendering the current language effectively unenforceable.

WHEREAS, the City of Sleepy Eye wishes to have animals within the city not disturb the peace of those around said animal by its barking, howling, or whining.

NOW, THEREFORE, the City of Sleepy Eye ordains as follows:

City Code Section 5-4-10: OTHER UNLAWFUL ACTS, paragraph "d" is hereby amended, in its entirety, to read as follows:

It's unlawful for the owner of any animal to:

- d. Fail to keep the animal from barking, howling, or whining, for a period of ten (10) minutes, and such barking, howling, or whining can be heard from the street in front of or alley or street behind a property.

Passed by the City Council for the City of Sleepy Eye on _____, 2020.

Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on _____, 2020, in accordance with Charter Provisions and State laws provided therefore.

Dated: _____, 2020

Michelle Strate, City Clerk

Published in the Sleepy Eye
HERALD DISPATCH, Sleepy Eye,
Minnesota, on _____, 2020.

ORDINANCE NO. _____

ORDINANCE TO AMEND, ORDINANCE NO. 69, SECOND SERIES, THE NUVERA CABLE FRANCHISE ORDINANCE

Whereas, New Ulm Telecom Inc. (“Grantee”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system for the City of Sleepy Eye, Minnesota (“Grantor”); and

Whereas, Grantor and Grantee have mutually agreed to amend the Franchise and to extend the term thereof by adopting this Ordinance Amendment.

NOW THEREFORE, BE IT RESOLVED THAT THE City of Sleepy Eye hereby amends the Franchise Ordinance No. 69, Second Series, as follows:

1. New Ulm Telecom Inc. is now Nuvera Communications, Inc. and the name of the Grantee is officially changed to Nuvera Communications, Inc. throughout as the holder of the Franchise.
2. The term of the Franchise is amended to expire on December 31, 2031.
3. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. The parties agree to proceed with renewal pursuant to applicable law and neither party waives any rights it may have pursuant to applicable law.
4. This Ordinance shall be effective upon its passage and publication in accordance with applicable law and its written acceptance by Grantee.

Passed by the City Council for the City of Sleepy Eye, Minnesota, on _____, 2020.

Wayne Pelzel, Mayor

I hereby certify and attest that the City Council of the City of Sleepy Eye, Minnesota, did pass the above Ordinance on _____, 2020, in accordance with the Charter Provisions and state laws provided therefore.

Dated: _____, 2020

Michelle Strate, City Clerk

Published in the Sleepy Eye HERALD
DISPATCH, Sleepy Eye, Minnesota, on
_____, 2020.

The Ordinance is accepted, and Grantee agrees to be bound by its terms and conditions.
NUVERA COMMUNICATIONS, INC.

By: _____

Its: _____

Dated: _____

RESOLUTION NO. 11-2020

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sleepy Eye, 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 Sleepy Eye, on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Matthew Andres, Chief of Police, or his 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 the Alissa B. F. Groen, City Attorney, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Wayne Pelzel, the Mayor for the City of Sleepy Eye, and Michelle Strate, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, 2020.

CITY OF SLEEPY EYE

By: WAYNE PELZEL
Its Mayor

ATTEST: _____
By: MICHELLE STRATE
Its City Clerk

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

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

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

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

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

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

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

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

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

2.6 Access granted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 Payment

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

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Alissa Fischer, City Attorney, 128 Main St E, Ste 1, PO Box 351, Sleepy Eye, MN 56085, (507) 794-3671, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

collective bargaining agreement.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

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: _____

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 172388, 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: _____

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

CHANGE ORDER NO. 1

DESCRIPTION

REMOVE CONSTRUCTION INTERIM COMPLETION REQUIREMENTS &

MODIFY WARRANTY PROVISIONS FOR CONCRETE IMPROVEMENTS

DATE: March 31, 2020

PROJECT: 2020-2021 Street & Utility Improvements
City of Sleepy Eye, MN
BMI Project No.: S13.113689

OWNER: City of Sleepy Eye, MN
200 Main Street East
Sleepy Eye, MN 56085

CONTRACTOR: MR Paving & Excavating, Inc.
2020 N. Spring Street
New Ulm, MN 56073

ENGINEER: Bolton & Menk, Inc.
1243 Cedar Street
Sleepy Eye, MN. 56085

WHEREAS, for due consideration, the Contractor requests the Contract Agreement be modified to eliminate the Construction Interim Completion Schedule as detailed in Section 00520 - Agreement, Paragraph 4.02.A.3 to reduce risks and costs by the Contractor and;

WHEREAS, for due consideration, the Contractor requests that the correction / warranty provisions for all concrete work be modified to reduce risks and costs by the Contractor.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

Paragraph 4.02.A.3 of Section 00520 – Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) is hereby deleted, and;

Paragraph 3.2.C.1 of Section 02770 – Concrete Curbing and Driveway Pavement is hereby deleted and replaced with the following paragraph:

“During the warranty period, necessary repairs shall include defects in concrete and workmanship that are within the Contractor’s control. The Contractor will NOT be responsible for cracking not due to settlement, pop outs, spalling, flaking, scaling, or heaving due to mother nature or other factors that cannot be controlled by the Contractor. If the Owner chooses to have this warranty work completed that is out of the Contractor’s control the Owner will be responsible for payment for those repairs.” And;

CHANGE ORDER NO. 1

DESCRIPTION

REMOVE CONSTRUCTION INTERIM COMPLETION REQUIREMENTS &

MODIFY WARRANTY PROVISIONS FOR CONCRETE IMPROVEMENTS

Paragraph 3.2.C.1 of Section 02775 – Walks – Concrete is hereby deleted and replaced with the following paragraph:

“During the warranty period, necessary repairs shall include defects in concrete and workmanship that are within the Contractor’s control. The Contractor will NOT be responsible for cracking not due to settlement, pop outs, spalling, flaking, scaling, or heaving due to mother nature or other factors that cannot be controlled by the Contractor. If the Owner chooses to have this warranty work completed that is out of the Contractor’s control the Owner will be responsible for payment for those repairs.”

COMPENSATION:

The estimated quantities of work, change order unit prices, and cost amount for this revised work provisions are shown below:

ITEM NO.	ITEM DESC.	QNTY	UNIT	UNIT PRICE	AMOUNT
C.O. 1-1	4" Concrete Walk	31,784	Square Foot	-\$2.74	-\$87,088.16
C.O. 1-2	5" Concrete Walk	4,850	Square Foot	-\$5.29	-\$25,656.50
C.O. 1-3	Concrete Curb and Gutter, Design B618	18,573	Linear Foot	-\$6.58	-\$122,210.34
C.O. 1-4	Concrete Curb and Gutter, Mountable	1,743	Linear Foot	-\$8.01	-\$13,961.43
C.O. 1-5	7" Concrete Driveway Pavement	2,312	Square Yard	-\$26.33	-\$60,874.96
TOTAL – CHANGE ORDER NO. 1					-\$309,791.39

CHANGE ORDER NO. 1

DESCRIPTION

**REMOVE CONSTRUCTION INTERIM COMPLETION REQUIREMENTS &
MODIFY WARRANTY PROVISIONS FOR CONCRETE IMPROVEMENTS**

CHANGE ORDER & OVERALL PROJECT SCHEDULE:

Other than the deletion of Construction Interim Completion time frames per Paragraph 4.02.A.3 of Section 00520 – Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), there is no other change in Contract Time as a result of this Change Order.

GENERAL CONDITIONS SUMMARY:

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which may have incurred or which may hereafter incur, in performing the work and furnishing the materials required in this Agreement, except the General Contractor waives no rights or privileges he enjoys under the present Contract.

There is no change to the Contract documents other than as stated above.

PROJECT COSTS SUMMARY:

A Summary of the Revised Contract Amount is as follows:

Original Contract Amount	\$7,758,696.07
Total Deduction – Change Order No. 1	-\$309,791.39
Previous Changes	\$0.00
Revised Total Contract to Date	\$7,448,904.68
Percent Increase this Agreement	-4.0%

SLEEPY EYE, CITY OF
FUND SUMMARY
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2020

GENERAL

EXPENDITURES	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
MAYOR & COUNCIL	1,887.20	8,193.06	46,875.00	38,681.94	17.5
ELECTIONS & VOTERS REG.	.00	.00	1,550.00	1,550.00	.0
MUNICIPAL CLERK	24,761.25	58,022.02	301,950.00	243,927.98	19.2
ASSESSING	.00	.00	26,000.00	26,000.00	.0
IND. ACCOUNTING & AUDITING	.00	.00	10,000.00	10,000.00	.0
DEPUTY REGISTRAR	8,617.12	18,637.68	97,375.00	78,737.32	19.1
LEGAL	9,550.12	18,390.12	117,000.00	98,609.88	15.7
SENIOR/COMMUNITY CENTER	783.34	824.40	10,050.00	9,225.60	8.2
SLEEPY EYE DEPOT MUSEUM	3,731.00	3,762.00	.00	(3,762.00)	.0
CATV PUBLIC ACCESS CHANNEL	865.29	1,906.18	8,950.00	7,043.82	21.3
EMPLOYEE SAFETY COMMITTEE	1,610.33	1,610.33	6,175.00	4,564.67	26.1
PLANNING & ZONING	5,003.34	8,799.48	63,470.00	54,670.52	13.9
CITY HALL	3,564.72	3,761.18	25,800.00	22,038.82	14.6
AUDITORIUM	4,297.32	4,797.04	26,025.00	21,227.96	18.4
POLICE PROTECTION	76,346.64	157,408.44	713,700.00	556,291.56	22.1
FIRE PROTECTION	15,352.69	43,865.58	191,125.00	147,259.42	23.0
EMERGENCY MANAGEMENT PLANNI	1,847.87	2,135.77	6,000.00	3,864.23	35.6
STREETS & ALLEYS	35,142.84	54,535.25	690,900.00	636,364.75	7.9
SNOW & ICE REMOVAL	2,738.56	2,738.56	14,000.00	11,261.44	19.6
TRAFFIC SIGNS	51.88	51.88	5,500.00	5,448.12	.9
STREET LIGHTING	3,276.05	3,276.05	56,000.00	52,723.95	5.9
GARAGE/SHOP ACCOUNT	1,306.74	1,306.74	6,325.00	5,018.26	20.7
STREET CLEANING	3,360.89	3,360.89	7,000.00	3,639.11	48.0
WASTE COLLECTION & DIST.	.00	.00	3,025.00	3,025.00	.0
STORM SEWERS	450.10	450.10	13,000.00	12,549.90	3.5
SANITARY SEWERS	24,706.78	40,977.37	202,180.00	161,202.63	20.3
WEED/BLIGHT CONTROL	50.00	50.00	3,660.00	3,610.00	1.4
ADMINISTRATION & BOARDS	11,129.72	22,232.07	107,450.00	85,217.93	20.7
PLAYGROUNDS & PLAYFIELDS	3,279.31	3,279.31	21,075.00	17,795.69	15.6
SWIMMING POOLS & BEACHES	18,768.96	25,063.99	143,400.00	118,336.01	17.5
SWIMMING POOL/CONCESSION STAN	384.39	384.39	17,000.00	16,615.61	2.3
TENNIS COURTS	19.38	19.38	7,925.00	7,905.62	.2
SKATING RINKS	1,674.72	1,674.72	2,900.00	1,225.28	57.8
BASEBALL FIELDS	4,920.00	4,920.00	12,950.00	8,030.00	38.0
CAMPING AND LAKES	3,826.94	3,895.13	42,425.00	38,529.87	9.2
CELEBRATIONS	.00	.00	7,000.00	7,000.00	.0
MUNICIPAL PARKS	23,214.75	35,189.77	162,450.00	127,260.23	21.7
LAKE DREDGING	.00	.00	75,000.00	75,000.00	.0
UNALLOCATED GENERAL EXPENSES	4,373.00	4,873.00	72,000.00	67,127.00	6.8
OTHER SERVICE ENTERPRISES	21,423.28	21,423.28	240,000.00	218,576.72	8.9
TRANSFERS	.00	.00	236,000.00	236,000.00	.0
CONTINGENCIES	.00	.00	330,000.00	330,000.00	.0
	322,316.52	561,815.16	4,131,210.00	3,569,394.84	13.6



CHIEF OF POLICE
City of Sleepy Eye
Sleepy Eye, Minnesota



SLEEPY EYE POLICE DEPARTMENT
MARCH 2020 MONTHLY REPORT

0 – ACCIDENTS WITH INJURY

5 – ACCIDENTS PROPERTY DAMAGE

2 – ALARMS

9 – ANIMAL COMPLAINTS

5 – ARREST

0 – ASSAULTS

9 – ASSIST OTHER AGENCY/OFFICER

3 – ATTEMPT WARRANT SERVICE

0 – BURGLARIES

1 – CIVIL DISPUTES

5 – DISTURBANCES

5 – DOMESTICS

0 – DRIVING COMPLAINTS

1 – DWI'S

2 – ESCORTS

0 – FIGHTS

2 – HARASSMENT

27 – INFORMATION RECEIVED

0 – OPEN DOORS

4 – PARKING COMPLAINTS

2 – PARKING TICKETS

10 – PERMIT TO PURCHASE

0 – RUNAWAYS

0 – STOLEN VEHICLES

1 – SUICIDE ATTEMPTS

6 – SUSPICIOUS ACTIVITY

4 – THEFTS

0 – VANDALISMS

24 – VEHICLE STOPS

5 – WELFARE CHECK

POLICE CAR MILEAGE

2015 – 139707

TOTAL FOR THE MONTH - 284

2017 – 55643

TOTAL FOR THE MONTH – 1952

2019 – 26730

TOTAL FOR THE MONTH – 2583

TOTAL MONTHLY – 4819

POLICE DEPARTMENT

CALLS FOR THE MONTH - 165

CALLS FOR THE YEAR - 537

FIRE DEPARTMENT

CALLS FOR THE MONTH - 0

CALLS FOR THE YEAR - 11

AMBULANCE

CALLS FOR THE MONTH - 25

CALLS FOR THE YEAR - 129

SLEEPY EYE, CITY OF
 COMBINED CASH INVESTMENT
 FEBRUARY 29, 2020

COMBINED CASH ACCOUNTS

001-000-00-1001	CASH - TREASURERS	(4,108,748.32)
001-000-00-1014	AR CASH CLEARING	.00
001-000-00-1015	UTILITY CASH CLEARING	1,030.50
001-000-00-2020	ACCOUNTS PAYABLE	15,729.31
		<hr/>
	TOTAL COMBINED CASH	(4,091,988.51)
001-000-00-1010	CASH ALLOCATED TO OTHER FUNDS	4,091,988.51
		<hr/>
	TOTAL UNALLOCATED CASH	.00
		<hr/> <hr/>

CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL	1,898,654.95
202	ALLOCATION TO AMBULANCE	300,826.99
203	ALLOCATION TO AIRPORT	(120,228.35)
207	ALLOCATION TO CEMETERY	402.42
213	ALLOCATION TO LIBRARY	295,692.28
215	ALLOCATION TO GENERAL DEVELOPMENT	(5,352.83)
216	ALLOCATION TO EVENT CENTER PROJECT	(90,568.35)
217	ALLOCATION TO DEED GRANT	.00
225	ALLOCATION TO ECONOMIC DEV. AUTHORITY FUND	(885,002.83)
301	ALLOCATION TO G.O.USDA HOSPITAL BONDS OF '04	.00
302	ALLOCATION TO GO IMPBND DEBT SRV.RECREA.2007	(17,004.42)
303	ALLOCATION TO GO IMP BND SERIES 2007C	94,429.77
304	ALLOCATION TO GO IMP BONDS DEBT SERVICE 2009	176,943.43
305	ALLOCATION TO GO IMP BONDS DEBT SERVICE 2012	70,115.04
306	ALLOCATION TO G.O.IMP BONDS DEBT SERV OF '92	.00
307	ALLOCATION TO G.O. IMP. BONDS DEBT SERV '95	(100.00)
308	ALLOCATION TO G.O. IMP. BONDS DEBT SRV. 2001	122,331.81
309	ALLOCATION TO GO IMP.BONDS-DEBT SERVICE 2005	104,900.00
310	ALLOCATION TO GO REF. BONDS-SERIES 2013A	(236,039.12)
405	ALLOCATION TO FUND 405	(285,337.32)
407	ALLOCATION TO GO HOSP.REVENUE BONDS SKG 2004	680,111.46
410	ALLOCATION TO G.O. IMP.BONDS CONST.OF 2001	.00
412	ALLOCATION TO SLEEPY HOLLOW CONST.PROJ.2004	.00
414	ALLOCATION TO SPORTSMAN PARK/NORTHEND IMP	1,805.95
415	ALLOCATION TO 2005 ST. & UTILITY IMPROVEMENT	.00
416	ALLOCATION TO 2006 STREET & UTILITY IMP.	.00
417	ALLOCATION TO 2006 SE STREET & UTILITY IMP.	.00
418	ALLOCATION TO 2007 RECREATION PROJECTS	.00
419	ALLOCATION TO 2007 ST.& UTILITY IMP. PROJECT	.00
420	ALLOCATION TO 2009 STREET & UTILITY IMPROVEM	.00
421	ALLOCATION TO 2010 STREET & UTILITY IMPROVEM	.00
422	ALLOCATION TO 2012-2013 STREET & UTILITY IMP	.00
423	ALLOCATION TO FUND 423	(41,872.56)
424	ALLOCATION TO G.O. TAX INCREMENT BONDS	130,996.73
425	ALLOCATION TO TIF DISTRICT 2.4	298,460.99
426	ALLOCATION TO 2018 STREET & UTILITY IMP	(59,163.24)
427	ALLOCATION TO 2020 STREET & UTILITY IMP	(640,096.20)
428	ALLOCATION TO 2018 CITY BLDG REMODELING	(291,652.27)
501	ALLOCATION TO SPECIAL ASSESSMENTS	282,056.69
701	ALLOCATION TO LIQUOR	(1,250.00)
705	ALLOCATION TO UTILITIES	(74,547.64)

SLEEPY EYE, CITY OF
COMBINED CASH INVESTMENT
FEBRUARY 29, 2020

707 ALLOCATION TO SEWER SERVICE	3,802,657.87
806 ALLOCATION TO INVESTMENTS	(9,604,159.76)
901 ALLOCATION TO GASB	.00
902 ALLOCATION TO GASB	.00
903 ALLOCATION TO GASB	.00
	<hr/>
TOTAL ALLOCATIONS TO OTHER FUNDS	(4,091,988.51)
ALLOCATION FROM COMBINED CASH FUND - 001-000001010	4,091,988.51
	<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE	.00
	<hr/> <hr/>

Report Criteria:

Summary report.
Invoices with totals above \$0 included.
Only paid invoices included.
Vendor.Vendor Number = 1000-9040,9061-50000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1037							
1037	ALEX AIR APPARATUS INC	INV-41154	MASK TESTER	03/05/2020	179.65	179.65	03/26/2020
	Total 1037:				179.65	179.65	
1100							
1100	AMERICAN RED CROSS	22265103	2020 LTS FACILITY FEE	03/11/2020	300.00	300.00	03/26/2020
	Total 1100:				300.00	300.00	
1322							
1322	ANYTIME FITNESS OF SLEEPY	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 1322:				2,500.00	2,500.00	
2021							
2021	BJ SALON	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 2021:				2,500.00	2,500.00	
2119							
2119	ROBERT J BORTH	1547	BRONZE PLATE FOR TRAIL BE	03/16/2020	129.00	129.00	03/26/2020
	Total 2119:				129.00	129.00	
2160							
2160	BRAUN OIL CO	9591	FUEL PURCHASES - ADJUSTM	02/11/2020	1,705.10	1,705.10	03/12/2020
	Total 2160:				1,705.10	1,705.10	
3101							
3101	COAST TO COAST COMPUTER	A2086964	TONER	01/21/2020	109.98	109.98	03/16/2020
	Total 3101:				109.98	109.98	
4052							
4052	DEPOT ANTIQUES	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 4052:				2,500.00	2,500.00	
6222							
6222	FRIENDZ SALON	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 6222:				2,500.00	2,500.00	
8006							
8006	HAIR COMPANY	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 8006:				2,500.00	2,500.00	
8080							
8080	HEIMAN INC	0886795-IN	BALL VALVE-#60	03/03/2020	73.79	73.79	03/26/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 8080:					73.79	73.79	
8179							
8179	LESLIE HOFFMANN HAIR STYLI	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
Total 8179:					2,500.00	2,500.00	
12006							
12006	LACAL EQUIPMENT INC	0317061-IN	MISC PARTS-SWEEPER	02/27/2020	198.26	198.26	03/26/2020
12006	LACAL EQUIPMENT INC	0317210-IN	BRONZE BEARING-SWEEPER	03/03/2020	45.44	45.44	03/26/2020
12006	LACAL EQUIPMENT INC	0318274-IN	MISC PARTS-SWEEPER	03/18/2020	278.46	278.46	03/26/2020
12006	LACAL EQUIPMENT INC	0318392-CM	CREDIT INVOICE 317061-BEARI	03/20/2020	150.56-	150.56-	03/26/2020
Total 12006:					371.60	371.60	
13014							
13014	MAIN STREET STYLIST	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
Total 13014:					2,500.00	2,500.00	
13201							
13201	MATHIOWETZ ENTERPRISES	750	DISPOSAL TIRES & AUTO/LIGH	02/29/2020	108.07	108.07	03/26/2020
Total 13201:					108.07	108.07	
13216							
13216	MEDIACOM	3112020	SERVICE CITY HALL	03/11/2020	66.31	66.31	03/26/2020
Total 13216:					66.31	66.31	
13314							
13314	MIDWEST REFRIGERATION & H	1120-6341	REFRIGERATOR SERVICE	03/05/2020	460.00	460.00	03/26/2020
Total 13314:					460.00	460.00	
13395							
13395	MN DEPT OF REVENUE	2292020	SPECIAL FUEL TAX RETURN FO	02/29/2020	78.38	78.38	03/26/2020
Total 13395:					78.38	78.38	
13720							
13720	MN VALLEY TESTING LAB INC	1022119	BOD, SOLID, NITROGEN, NITRA	03/12/2020	102.50	102.50	03/26/2020
Total 13720:					102.50	102.50	
15121							
15121	NETWORK SERVICES COMPAN	6707140	PAPER TOWELS FOR DISPENS	03/12/2020	64.05	64.05	03/26/2020
Total 15121:					64.05	64.05	
17140							
17140	PLUNKETTS PEST CONTROL I	6582660	PEST CONTROL AT AUDITORIU	03/12/2020	31.00	31.00	03/26/2020
17140	PLUNKETTS PEST CONTROL I	6582751	PEST CONTROL/EVENT CENTE	03/12/2020	77.31	77.31	03/26/2020
17140	PLUNKETTS PEST CONTROL I	6582756	RODENT CONTROL-DEPOT	03/12/2020	62.50	62.50	03/26/2020
Total 17140:					170.81	170.81	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
17155							
17155	POLLARD DENTAL CARE	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 17155:				2,500.00	2,500.00	
17158							
17158	POWERHOUSE NUTRITION LLC	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 17158:				2,500.00	2,500.00	
19003							
19003	RAILWAY BAR & GRILL	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 19003:				2,500.00	2,500.00	
19044							
19044	RELIANCE STANDARD LIFE INS	3172020	LIFE & DISABILITY/ APRIL	03/17/2020	638.47	638.47	03/26/2020
	Total 19044:				638.47	638.47	
20159							
20159	SLEEPY EYE BREWING COMPA	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 20159:				2,500.00	2,500.00	
20200							
20200	SLEEPY EYE COFFEE COMPAN	19096	REIMBURSEMENT EDA SIGN &	03/11/2020	3,547.55	3,547.55	03/12/2020
	Total 20200:				3,547.55	3,547.55	
20243							
20243	SOUTHPOINT FINANCIAL CRED	03062020	DEED WORKFORCE CONFERE	03/06/2020	648.00	648.00	03/26/2020
	Total 20243:				648.00	648.00	
22014							
22014	THE GOLF PROJECT INDOOR G	4102020	EMERGENCY RELIEF SMALL B	04/10/2020	2,500.00	2,500.00	04/10/2020
	Total 22014:				2,500.00	2,500.00	
	Grand Totals:				38,753.26	38,753.26	

Report Criteria:

Summary report.
Invoices with totals above \$0 included.
Only unpaid invoices included.
Vendor.Vendor Number = 1000-9040,9061-50000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1038							
1038	ALPHA WIRELESS COMMUNICA	6100	2 CHARGERS	03/17/2020	376.00	.00	
Total 1038:					376.00	.00	
1066							
1066	AMERICAN ENGINEERING TES	118836	12TH AVE NE-WM CROSSING	03/26/2020	3,745.60	.00	
Total 1066:					3,745.60	.00	
1082							
1082	ALISSA FISCHER ATTORNEY AT	4012020	2020 CITY ATTORNEY PAY-APRI	04/01/2020	8,840.00	.00	
Total 1082:					8,840.00	.00	
1115							
1115	ALISSA FISCHER-ATTORNEY T	4012020	EDA LOAN FEES FOR MATT MA	04/01/2020	482.00	.00	
1115	ALISSA FISCHER-ATTORNEY T	4072020	EDA LOAN FEES FOR 2019 SER	04/07/2020	998.70	.00	
Total 1115:					1,480.70	.00	
1169							
1169	AMERIPRIDE SERVICES INC.	2801137457	LINEN AND/OR MAT RENTAL	03/03/2020	95.88	.00	
1169	AMERIPRIDE SERVICES INC.	2801141650	LINEN AND/OR MAT RENTAL	03/13/2020	26.88	.00	
1169	AMERIPRIDE SERVICES INC.	2801142646	LINEN AND/OR MAT RENTAL	03/17/2020	70.92	.00	
1169	AMERIPRIDE SERVICES INC.	2810076820	LINEN AND/OR MAT RENTAL	03/13/2020	251.80	.00	
Total 1169:					445.48	.00	
1317							
1317	MATTHEW ANDRES - PETTY CA	3312020	CERTIFIED MAIL	03/31/2020	56.65	.00	
Total 1317:					56.65	.00	
1449							
1449	AUTO VALUE SLEEPY EYE	28103332	FILTER-BOBCAT	02/26/2020	39.74	.00	
1449	AUTO VALUE SLEEPY EYE	28103348	TRUCK & LOADER FILTERS	02/26/2020	207.09	.00	
1449	AUTO VALUE SLEEPY EYE	28103558	FILTER-JET TRUCK	03/05/2020	46.59	.00	
1449	AUTO VALUE SLEEPY EYE	28103694	MOTOR OIL-F350	03/11/2020	26.97	.00	
1449	AUTO VALUE SLEEPY EYE	28103905	MOTOR OIL-STREET	03/18/2020	22.48	.00	
Total 1449:					342.87	.00	
2059							
2059	BEEHIVE INDUSTRIES LLC	2076	WASTEWATER LICENSE RENE	03/19/2020	3,600.00	.00	
Total 2059:					3,600.00	.00	
2117							
2117	SHAWN BOHNEN	352020	REIMBURSE RADIO VEST HOL	03/05/2020	53.69	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2117:					53.69	.00	
2160							
2160	BRAUN OIL CO	9819	FUEL PURCHASES - ADJUSTM	03/11/2020	1,688.85	.00	
Total 2160:					1,688.85	.00	
2190							
2190	BROWN COUNTY REA	4052020	ELECTRICITY CHARGES-MARC	04/05/2020	265.57	.00	
Total 2190:					265.57	.00	
3040							
3040	CENTER POINT ENERGY	3192020	NAT GAS PURCHASES FOR FE	03/19/2020	1,608.44	.00	
Total 3040:					1,608.44	.00	
3081							
3081	CITY OF SLEEPY EYE PUC	3172020	UTILITIES FOR VARIOUS CITY	03/17/2020	8,869.52	.00	
3081	CITY OF SLEEPY EYE PUC	912143	POSTAGE FOR POLICE DEPT	03/30/2020	160.40	.00	
Total 3081:					9,029.92	.00	
3170							
3170	BROWN CTY WATER CONDITIO	3312020	SOFTNER SALT	03/31/2020	16.00	.00	
Total 3170:					16.00	.00	
4032							
4032	DASH MEDICAL GLOVES	INV1189562	GLOVES, MASKS & WIPES	03/16/2020	188.25	.00	
Total 4032:					188.25	.00	
5020							
5020	ECOLAB	624851301	DISHWASHER RENTAL	03/25/2020	171.55	.00	
Total 5020:					171.55	.00	
5044							
5044	BOB ELSTON	3312020	MONTHLY MILEAGE ALLOWAN	03/31/2020	195.00	.00	
Total 5044:					195.00	.00	
5148							
5148	ESS BROTHERS AND SONS IN	AA1314	GRATE	03/18/2020	263.50	.00	
Total 5148:					263.50	.00	
6094							
6094	FIRST SECURITY STATE BANK	3112020	FEB ACH #4 & #5	03/11/2020	54.45	.00	
Total 6094:					54.45	.00	
6095							
6095	FIRST SECURITY BANK	4012020	MEDICAL INSURANCE SINKING	04/01/2020	3,275.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6095:					3,275.00	.00	
6132							
6132	GARY L. FISCHLER & ASSOCIA	125549	PSYCH TEST - GORDON	02/13/2020	650.00	.00	
Total 6132:					650.00	.00	
6167							
6167	FORCE AMERICA DIST. LLC	001-0017980	CREDIT MEMO-RETURN #10169	03/12/2020	17.59-	.00	
6167	FORCE AMERICA DIST. LLC	001-1424518	ROCKER SWITCH	03/10/2020	17.59	.00	
6167	FORCE AMERICA DIST. LLC	001-1425464	ROCKER SWITCH	03/12/2020	45.23	.00	
6167	FORCE AMERICA DIST. LLC	001-1426178	ROCKER SWITCH	03/16/2020	35.76	.00	
Total 6167:					80.99	.00	
7015							
7015	GALLS INCORPORATED	1000870965	BADGE-GORDON	02/28/2020	625.80	.00	
Total 7015:					625.80	.00	
8096							
8096	HEARTLAND PAPER COMPANY	669690-0	CUPS & NAPKINS	03/12/2020	522.02	.00	
Total 8096:					522.02	.00	
8144							
8144	SHARI HITTESDORF	3312020	MILEAGE-PUBLIC HEALTH MTG	03/31/2020	47.85	.00	
Total 8144:					47.85	.00	
8190							
8190	HEALTH & SAFETY INSTITUTE	1214618	ONLINE TRAINING- D IBBERSO	04/06/2020	52.67	.00	
Total 8190:					52.67	.00	
9035							
9035	ISOLVED HCM LLC	91250815	MONTHLY HARDWARE CONTR	03/29/2020	290.50	.00	
Total 9035:					290.50	.00	
10193							
10193	NEW ULM JOURNAL	012454	BRIDALGUIDE AD	03/31/2020	70.00	.00	
10193	NEW ULM JOURNAL	0142020	I YEAR SUB / JOURNAL	04/14/2020	218.40	.00	
Total 10193:					288.40	.00	
11069							
11069	SCOTT KRZMARZICK	3082020	REIMBURSE MILEAGE FIRE SC	03/08/2020	48.30	.00	
Total 11069:					48.30	.00	
12043							
12043	J.H. LARSON COMPANY	S102213266.0	11-LED ELECTRONIC TWIST W	03/06/2020	139.34	.00	
12043	J.H. LARSON COMPANY	S102213266.0	13-LED ELECTRONIC TWIST W	03/06/2020	164.67	.00	
Total 12043:					304.01	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
13237							
13237	MENARDS - NEW ULM	30058	SOAP & CLEANERS	03/12/2020	21.66	.00	
Total 13237:					21.66	.00	
13248							
13248	METRO SALES INC	INV1564177	CONTRACT USAGE CHARGE &	03/23/2020	179.14	.00	
Total 13248:					179.14	.00	
13340							
13340	MILLER SELLNER INC	36378	SPINNER MOTOR-#4 PLOW	03/11/2020	277.90	.00	
13340	MILLER SELLNER INC	58539	SEAL FOR REAR WHEELS-SWE	02/27/2020	44.00	.00	
13340	MILLER SELLNER INC	58545	LOCK NUT-35 MOWER	02/27/2020	2.75	.00	
13340	MILLER SELLNER INC	58755	CYCLE OIL	03/03/2020	19.74	.00	
13340	MILLER SELLNER INC	58866	WASHERS & BOLTS-#4 PLOW	03/05/2020	6.48	.00	
13340	MILLER SELLNER INC	59061	HOSE & FITTINGS-#4 PLOW	03/09/2020	95.71	.00	
13340	MILLER SELLNER INC	59234	ANTIFREEZE	03/11/2020	30.60	.00	
13340	MILLER SELLNER INC	59308	HOSE & FITTINGS-#4 PLOW	03/12/2020	49.70	.00	
13340	MILLER SELLNER INC	59542	ORINGS & BALL-FLOOR JACK	03/16/2020	23.90	.00	
Total 13340:					550.78	.00	
13396							
13396	MINNESOTA DEPT. OF REVENU	3312020	TAX ON SALES FOR MARCH	03/31/2020	52.00	.00	
Total 13396:					52.00	.00	
13520							
13520	MEI TOTAL ELEVATOR SOLUTIO	849702	SERVICE CONTRACT FOR APRI	04/01/2020	130.15	.00	
Total 13520:					130.15	.00	
13521							
13521	MINNESOTA FIRST DISTRICT R	3192020	REFUND DEPOSIT FOR SCHED	03/19/2020	500.00	.00	
Total 13521:					500.00	.00	
13600							
13600	MN MUNICIPAL UTILITIES ASSO	55372	SAFETY MANAGEMENT PROGR	04/03/2020	1,443.75	.00	
Total 13600:					1,443.75	.00	
15153							
15153	NUVERA	4012020	PUC INTERNET PORTION-APRI	04/01/2020	1,598.21	.00	
Total 15153:					1,598.21	.00	
15228							
15228	NORTHERN BUSINESS PRODU	488943	SHEET PROTECTORS & BINDE	03/04/2020	23.13	.00	
Total 15228:					23.13	.00	
16068							
16068	ONE CALL NOW	SA122382	COMMUNICATION SERVICE-AN	03/17/2020	840.94	.00	
Total 16068:					840.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
17075							
17075	PEPSI COLA CO. OF MANKATO	9472886	POP	03/12/2020	127.79	.00	
Total 17075:					127.79	.00	
17176							
17176	POWERPLAN OIB	P8672104	SADDLE CYLINDER LOCK PIN	03/16/2020	73.45	.00	
Total 17176:					73.45	.00	
17190							
17190	PRAXAIR DISTRIBUTION INC	95608789	OXYGEN/ACTEYLENE	03/22/2020	57.98	.00	
Total 17190:					57.98	.00	
19081							
19081	CENTRAL REGION COOPERATI	33437210	UNLEADED GAS	03/30/2020	621.26	.00	
19081	CENTRAL REGION COOPERATI	33437216	DISCOUNT PAID BY DUE DATE	03/30/2020	110.00	.00	
Total 19081:					731.26	.00	
19087							
19087	RIVER VIEW SANITATION	36536	CITY DEPARTMENTS GARBAGE	04/01/2020	194.05	.00	
19087	RIVER VIEW SANITATION	36727	EVENT CENTER GARBAGE FEE	04/01/2020	111.15	.00	
19087	RIVER VIEW SANITATION	37228	CITY HALL-SHREDDING SERVI	04/01/2020	25.83	.00	
Total 19087:					331.03	.00	
19166							
19166	SCR	W24751	SERVICE ICE MACHINE	03/24/2020	368.00	.00	
Total 19166:					368.00	.00	
20029							
20029	AARON SCHAUMAN	3072020	MILEAGE-MANKATO FIRE SCH	03/07/2020	48.30	.00	
Total 20029:					48.30	.00	
20067							
20067	SCHUTZ FAMILY FOODS	3312020	CLOROX WIPES	03/31/2020	54.01	.00	
Total 20067:					54.01	.00	
20128							
20128	SCHROEPFER INC	24202	TIRES & INSTALL-4410	03/04/2020	822.00	.00	
Total 20128:					822.00	.00	
20165							
20165	FURTHER	4012020	VEBA CONTRIBUTION - APRIL	04/01/2020	4,500.00	.00	
Total 20165:					4,500.00	.00	
20167							
20167	SLEEPY EYE FIRE DEPT FIRE	3122020	SUPPLEMENTAL BENEFIT REIM	03/12/2020	1,000.00	.00	
Total 20167:					1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20175							
20175	SLEEPY EYE HERALD DISPATC	1007720329	VISITOR GUIDE	03/29/2020	1,864.80	.00	
Total 20175:					1,864.80	.00	
20193							
20193	SLEEPY EYE MEDICAL CENTER	R1067963	EMPLOYMENT PHYSICAL-GOR	02/13/2020	314.00	.00	
Total 20193:					314.00	.00	
20770							
20770	STAR GROUP LLC	204267	CABLE TIES	03/09/2020	31.19	.00	
20770	STAR GROUP LLC	204465	OIL	03/11/2020	5.52	.00	
20770	STAR GROUP LLC	204901	FLOOR JACK	03/18/2020	200.00	.00	
Total 20770:					236.71	.00	
20801							
20801	MICHELLE STRATE- PETTY CA	3312020	POSTAGE	03/31/2020	64.84	.00	
Total 20801:					64.84	.00	
20840							
20840	STREICHERS POLICE EQUIPM	1415077	EQUIPMENT-GORDON	02/22/2020	290.91	.00	
20840	STREICHERS POLICE EQUIPM	1419311	VEST-GORDON	03/17/2020	1,116.00	.00	
20840	STREICHERS POLICE EQUIPM	1421491	SHIRTS-GORDON	03/25/2020	139.97	.00	
Total 20840:					1,546.88	.00	
22031							
22031	TECH UNLIMITED LLC	2686	HOSTED SERVER/EMAIL - APRI	04/01/2020	860.91	.00	
Total 22031:					860.91	.00	
22115							
22115	TOWNS EDGE LUMBER	34300	PLYWOOD-DOCK	03/16/2020	68.97	.00	
Total 22115:					68.97	.00	
25055							
25055	BERNARD F WENNER	3312020	MONTHLY MILEAGE MARCH	03/31/2020	75.00	.00	
Total 25055:					75.00	.00	
25064							
25064	WEST SIDE GARAGE INC	78700	#65-REPLACE RECIRCULATE V	03/06/2020	97.50	.00	
25064	WEST SIDE GARAGE INC	78703	ANNUAL FIRE EXTINGUISHER I	03/09/2020	207.30	.00	
Total 25064:					304.80	.00	
Grand Totals:					57,398.55	.00	