

Council Information:

Approval of the Agenda

With many things brought up at other business, this is a way to put them on the agenda and have them approved by all or put on the next meeting's agenda to be discussed then.

Public Hearing-Body Worn Camera Policy

This is a public hearing for members of the public to come and comment on the body worn camera policy

Body Worn Camera Policy

An approval will need to be had for the body worn camera policy.

Body Worn Camera/In Car Purchase

Chief Diekmann has a side-by-side comparison in your packets. His recommendation is also in the packet.

Sheila Kroshe

Sheila will be here to discuss the punch list.

Sheila Kroshe

Sheila will have an update on the project punchlist.

Verizon Lease Agreement

Verizon is wanting to put new equipment on the tower and to add 3 more antennas. At the previous meeting it was discussed to have a \$10,000.00 escrow be put in place to have Bolton and Menk review plans, be at the preconstruction meeting, and at the site when the work is being done. The contracting firm for Verizon and a rep will not be at the meeting. A letter went out on the 28th stating that we are requesting a \$10,000.00 escrow and to negotiate the cost of the antennas per the amendment to the lease agreement.

I will email out 2 of the agreements with other cities. Each have 12 antennas. Again from prior, Lake Elmo is paid \$34,800.00 and Isle is paid \$20,160.00.

Public Facilities Policy

Last week an email went out discussing renting out the fire hall. Attached is information on what the LMC states, policies that we should think about having, and what our insurance company says we should be putting into place.

Radco Restoration, Inc.

There are bricks coming off the back of the building. This is the company that is in town to work on the waterplant and pool. With not a lot of companies doing this type of work, we are asking to get this done and hire Radco Restoration, Inc.

FAA Agreement 1047255 Resolution

This resolution is for the agreement in your packet. This is for the zoning ordinance update and task order 3 that was approved in January.

Administrator's Report

I will be giving an update on some of the items that are being done.

Next Meeting

The next meeting will be June 16th at 6pm

CITY OF CANBY
AGENDA FOR THE CITY COUNCIL
Tuesday, June 1 2021 6:00 P.M.

<https://www.gotomeet.me/CanbyMNCouncil>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Access Code: 733-917-749

Pledge of Allegiance

Call to Order Regular Meeting

BUSINESS ITEMS	ACTION REQUESTED
1. Approval of Agenda	Motion to Approve
2. Minutes – May 19 th , 2021	Motion to Approve
3. Public Hearing-Body Worn Camera Policy	
4. Body Worn Camera Policy	Motion to Approve
5. Eric Diekmann-Body Worn Camera Purchase	Discussion/Action
6. Sheila Kroshe	Discussion/Action
7. Verizon-Antennas on Water Tower	Discussion/Action
8. Public Facilities Policy	Discussion/Action
9. Radco Restoration, Inc. City Hall Building	Motion to Approve
10. FAA Agreement 1047255 Resolution	Motion to Approve
11. Administrator’s Report	Information
12. Vendor Transactions	Motion to Approve
13. Additional Agenda Items	Discussion/Action
14. Adjourn Meeting	Motion to Approve

A regular meeting was held in person and virtually with the meeting originating at City Hall, Canby Minnesota on May 5, 2021 at 6pm.

Members: Nancy Bormann, Alex Renaas, Dillan Meyer, Diana Fliss
attending virtually: None

Absent: Denise Hanson

Visitors: Gerald Boulton, City Attorney
Rebecca Schrupp, City Administrator
Sheila Kroshe, City Engineer
Aalex Hubin, Canby News
Derrick Ruether, Fire Chief
Larry Duis

Virtually Attending: Eric Diekmann, Police Chief

The regular Council meeting was called to order.

The agenda was reviewed. A motion was made by Fliss to approve the agenda with taking out the Planning Commission Recommendation and adding the American Rescue Act. The motion was seconded by Meyer. All voted in favor. None voted against. The motion was carried.

Minutes from the May 5th meeting were reviewed. A motion was made by Renaas and seconded by Meyer to approve the minutes from the May 5th meeting. All voted in favor. None voted against. The motion was carried.

Derrick Ruether and Larry Duis discussed building of a 36' by 24' storage building behind the fire hall. The funds for the building would go through the City and be reimbursed by the fire relief. A motion was made by Meyer and seconded by Fliss to approve the construction of the building behind the fire hall. All voted in favor. None voted against. The motion was carried.

With the new fire truck here, the paperwork for the \$150,000.00 loan and \$50,000.00 grant with USDA is being finalized. A motion was made by Fliss to allow the closing documents be signed by Nancy Bormann as Mayor and Rebecca Schrupp as administrator. The motion was seconded by Meyer. All voted in favor. None voted against. The motion was carried.

Chief Diekmann presented a second quote from Watchguard for body worn cameras. He will bring a side-by-side comparison of the quotes to the next meeting.

Sheila gave an update on the punch list. She presented the Council with an email from the subcontractor doing the seeding work. Discussion will be had at the meeting on June 1st to see if the City will use retainage from the project and hire a different contractor.

The Verizon Water Tower amendment and project was discussed. An escrow would be asked in order to have Bolton and Menk review the plans, be at the preconstruction meeting, and at the

water tower when the antennas are being placed. This is tabled until the next meeting. An invitation to come and discuss this at the next meeting will be extended to the project management company and a Verizon representative.

FAA Agreement 1046658 was reviewed. A motion was made by Renaas and seconded by Fliss to approve Agreement 1046658. All voted in favor. None voted against. The motion was carried.

A motion was made by Fliss and seconded by Renaas to approve Resolution 2021-05-19-1. All voted in favor. None voted against. The motion was carried.

The American Rescue Act funds were discussed. The City will have until 2026 to use the funds and until 2024 to allocate them. We will have a work session or an agenda item this summer to discuss the goals of the City.

A motion was made by Meyer to adjourn the meeting. The motion was seconded by Fliss. All voted in favor. None voted against. The motion was carried.

Attest:

Mayor

City Administrator

PROPOSED
CITY OF CANBY POLICE DEPARTMENT
USE OF BODY-WORN CAMERAS POLICY

Purpose

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

Policy

It is the policy of the Canby Police Department to authorize and require the use of department issued BWCs as set forth below, and to administer BWC data as provided by law.

Scope

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The Chief may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The Chief may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

Definitions

The following phrases have special meanings as used in this policy:

- A. **MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- B. **Records Retention Schedule** refers to the General Records Retention Schedule for Minnesota Cities.
- C. **Law enforcement-related information** means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- D. **Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

- E. **General citizen contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- F. **Adversarial** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- G. **Unintentionally recorded footage** is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- H. **Official duties**, for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

Use and Documentation

- A. Officers may use only department issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- B. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWCs at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the Chief of Police via email and shall document the report in writing. The Chief of Police shall take prompt action to address malfunctions and document the steps taken in writing.
- C. Officers should wear their issued BWCs at the location on their body and in the manner specified in training.
- D. Officers must document BWC use and non-use as follows:
 - 1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report through LETG.
 - 2. Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must document the

circumstances and reasons for not recording in an incident report through LETG. Supervisors shall review these reports and initiate any corrective action deemed necessary.

- E. The department will maintain the following records and documents relating to BWC use, which are classified as public data:
 - 1. The total number of BWCs owned or maintained by the agency;
 - 2. A daily record of the total number of BWCs actually deployed and used by officers;
 - 3. The total amount of recorded BWC data collected and maintained; and
 - 4. This policy, together with the Records Retention Schedule.

General Guidelines for Recording

- A. Officers shall activate their BWCs when anticipating that they will be involved in, become involved in, or witness other officers of this agency involved in a pursuit, *Terry* stop of a motorist or pedestrian, search, seizure, arrest, use of force, adversarial contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).
- B. Officers have discretion to record or not record general citizen contacts.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.
- D. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.
- E. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.
- F. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during

pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

Special Guidelines for Recording

Officers may, in the exercise of sound discretion, determine:

- A. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- B. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.
- D. Officers shall use their BWCs and squad-based audio/video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

Downloading and Labeling Data

- A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to evidence.com by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.
- B. Officers shall label the BWC data files at the time of video capture or transfer to storage, and should consult with the Chief of Police via email if in doubt as to the appropriate

labeling. Officers should assign as many of the following labels as are applicable to each file:

1. **Evidence—criminal:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.
 2. **Evidence—force:** Whether or not enforcement action was taken or an arrest resulted, the event involved the application of force by a law enforcement officer of this or another agency.
 3. **Evidence—property:** Whether or not enforcement action was taken or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
 4. **Evidence—administrative:** The incident involved an adversarial encounter or resulted in a complaint against the officer.
 5. **Evidence—other:** The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.
 6. **Training:** The event was such that it may have value for training.
 7. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts and unintentionally recorded footage are not evidence.
- C. In addition, officers shall flag/label each file as appropriate to indicate that it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:
1. Victims and alleged victims of criminal sexual conduct and sex trafficking.
 2. Victims of child abuse or neglect.
 3. Vulnerable adults who are victims of maltreatment.
 4. Undercover officers.
 5. Informants.
 6. When the video is clearly offensive to common sensitivities.

7. Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
 8. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
 9. Mandated reporters.
 10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
 11. Juveniles who are or may be delinquent or engaged in criminal acts.
 12. Individuals who make complaints about violations with respect to the use of real property.
 13. Officers and employees who are the subject of a complaint related to the events captured on video.
 14. Other individuals whose identities the officer believes may be legally protected from public disclosure.
- D. Labeling and flagging designations may be corrected or amended based on additional information.

Administering Access to BWC Data:

- A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:
1. Any person or entity whose image or voice is documented in the data.
 2. The officer who collected the data.
 3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- B. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
 2. Some BWC data is classified as confidential (see C. below).
 3. Some BWC data is classified as public (see D. below).

C. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

D. **Public data.** The following BWC data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted [if practicable]. In addition, any data on undercover officers must be redacted.
4. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

E. **Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to the Chief of Police, who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.
 - b. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.
2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:
 - a. Data on other individuals in the recording who do not consent to the release must be redacted.

- b. Data that would identify undercover officers must be redacted.
 - c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.
- F. **Access by peace officers and law enforcement employees.** No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:
- 1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.
 - 2. Agency personnel shall document their reasons for accessing stored BWC data at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.
 - 3. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.
- G. **Other authorized disclosures of data.** Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,
- 1. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
 - 2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

Data Security Safeguards

- A. **1a** *The system and all data shall be replicated between two data centers. In the event of a disaster, the system will fail over automatically to the secondary site and provide uninterrupted service to the system.

1b *Cloud server security procedures as established by Motorola/Watchguard.

- B. Access to BWC data from city or personally owned and approved devices shall be managed in accordance with established city policy.
- C. Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the Chief or the Chief's designee.
- D. As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

Agency Use of Data

- A. At least once a month, the Chief of Police will randomly review BWC usage by each officer to ensure compliance with this policy, and to identify any performance areas in which additional training or guidance is required.
- B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.
- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

Data Retention

- A. All BWC data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.
- B. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- C. Certain kinds of BWC data must be retained for six years:
 - 1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.

2. Data documenting circumstances that have given rise to a formal complaint against an officer.
- D. Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
 - E. Subject to Part F (below), all other BWC footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.
 - F. Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
 - G. The department shall maintain an inventory of BWC recordings having evidentiary value.
 - H. The department will post this policy, together with its Records Retention Schedule, on its website.

Compliance

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.

This policy conforms to Minn. Stat. § 626.8473 subd.3

BWC

Watchguard

BWC x3
Dock Bay (8 Slots)
Storage
Licenses
Software **No Red. Yet**
Install/Training
BWC Warranty
Dock Warranty
Attorney Access
Cell Phone App Cap/View/Citizen
Refresh Year 3

\$8,870

\$1,774/yr

Axon

BWC x3
Dock Bay x3
Storage
Licenses
Software
Install/Training
BWC Warranty
Dock Warranty
Attorney Access
Cell Phone App Capture/View/Citizen
Refresh Years 2.5 & 5

\$15,666

\$3,133/yr

In-Car

2 Cameras
Licenses
Warranty
Access Point **Upload Centers**
Install/Training
Camera Activation
Mounted Display/Control Screen

\$22,680

2 Cameras
Licenses
Warranty
Cradlepoint
Install/Training
Signal (Camera/Trigger Activation)
Computer App Display/Controls

\$15,480

BWC & In-Car

\$30,970

\$31,147

Year 1 **Years 2-5**

\$10,194 **\$5,194**

Will Allow Years 1&2 Up Front
Yearly for 3-5

Year 1 **Years 2-5**

\$9,187 **\$5,490**

Fully Flexible Payments

Dock Bay is free for first contract,
\$360/yr after

Sidearm & Taser Signal
Free of Charge

Years 6-10

\$5,194/yr w/ Refresh

\$3,835 w/o Refresh

Years 6-10

With TAP - \$5,010/yr (Refresh)

BWC TAP, No In-Car \$4,050/yr

Without TAP - \$2,700/yr

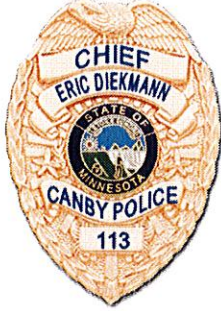
No New Equip

BWC - \$1,044/yr w/o Tap

\$2,394/yr w/ Tap

In-Car - \$1,656 w/o Tap

\$2,616/yr w/ Tap



CANBY POLICE DEPARTMENT

Eric Diekmann, Chief of Police

110 Oscar Ave N

Canby, MN 56220

Phone (507) 223-7211

Email: eric.diekmann@co.ym.mn.gov

Date: 5-27-2021

Canby PD BWC Recommendation

Councilmembers and Mayor Bormann,

Over the past several months we have discussed the possible purchase and implementation of Body-Worn Cameras, as well as the purchase of new In-Car Recording systems.

I want to first say thank you for your patience and understanding as we have tried to navigate this process. There is a lot of information and technology presented with these types of systems so it can be overwhelming at times.

I have attached a side-by-side comparison of the top two systems, Axon and Watchguard, including features and pricing.

Although the two systems have many similar features, my recommendation is for the purchase of the Axon system. There are several factors behind my decision, including both additional and fewer components. Axon's Signal system allows for both a sidearm and Taser activation trigger, which have been included in their package. Also, Axon's video review and control center for their In-Car systems relies on an application that can be downloaded on our existing squad computers. Watchguard's In-Car review and control system consists of an additional display screen to be mounted in the interior the squad car. Lastly, Axon's BWC contract allows for 2

refreshes during their contract as opposed to 1 with Watchguard. The factors listed are all beneficial for the overall safety of this Department.

As we have discussed, a donation from First Security Bank has been approved by their foundation in the amount of \$15,666. This number was presented as the quoted price for 3 Axon BWC and all other features that would be needed to implement their system.

Axon has expressed their willingness to be flexible with their payment options, which is beneficial for us. The remaining cost outside of the grant would be \$15,480 if we chose to pursue the In-Car systems as well, which could be spread out over a 5-year period. The cost of years 6-10 appear to have flexibility as well, depending on how we want to approach the warranty issues.

I am extremely grateful for the opportunity to implement these new systems into our Department.

Thank You,



Chief Eric Diekmann #113

Lessee Site Name: Canby (Mww)
Lessee Location #: 194929

FOURTH AMENDMENT TO CANBY LAND AND WATER TANK LEASE AGREEMENT

THIS FOURTH AMENDMENT TO CANBY LAND AND WATER TANK LEASE AGREEMENT (the "Fourth Amendment") is made and shall be effective, as of the last date of the signatures below ("Effective Date"), between **CITY OF CANBY**, ("Lessor") and **ALLTEL CORPORATION D/B/A VERIZON WIRELESS** ("Lessee"). Lessor and Lessee (or their predecessors in interest) entered into that certain Canby Land and Water Tank Lease Agreement dated September 1, 1996, as may have been previously amended and/or assigned (the "Agreement"), pursuant to which Lessee is leasing from Lessor a portion of that certain property located at 202 Lac Qui Parle Ave N, in the City of Canby, County of Yellow Medicine, State of Minnesota, as more particularly described in the Agreement. Lessor and Lessee may be referenced in this Fourth Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Fourth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Lessee shall be allowed to make the equipment additions or removals necessary to configure Lessee's equipment as shown on Attachment A, attached hereto. For all purposes under the Agreement as amended hereby, the descriptions and specifications of Lessee's equipment set forth in the Agreement, including, without limitation, any equipment descriptions and specifications with respect to Lessee's equipment set forth in any schedules, exhibits or attachments to the Agreement, are hereby deleted and replaced with the specifications of Lessee's equipment described in Attachment A, attached hereto.
2. Effective the first day of the month following installation of the Equipment Modifications, monthly rent for the current Agreement year shall be increased by \$150.00 and shall continue to be paid in accordance with the terms and conditions of the Agreement.
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
4. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall govern and control.
5. Except as otherwise provided for in this Fourth Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

Lessee Site Name: Canby (Mww)
Lessee Location #: 194929

IN WITNESS WHEREOF, this Fourth Amendment is effective and entered into as of the date last written below:

LESSOR:

CITY OF CANBY

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

ALLTEL CORPORATION D/B/A VERIZON WIRELESS

By: _____
Name: _____
Title: _____
Date: _____

Lessee Site Name: Canby (Mww)
Lessee Location #: 194929

ATTACHMENT A

SPECIFICATIONS

- (6) Antenna - Commscope NHH-65C-R2B**
- (6) RRU - Ericsson 8843**
- (3) RRU - Ericsson 4449**
- (1) Raycap RVZDC-6627-PF-48**
- (2) Hybrid Cable - Commscope HFT1206-24S49-200**
- (6) Diplexer - Commscope E14F05P85**
- (6) Antel LPA-70080-8CF**
- (6) Coax 1 5/8" - Andrew - LDF7-50A**

To: City Council
From: Becca Schrupp
Subject: Public Facilities Policy

Information:

There were some complaints and questions on the use of the fire hall for a private event last weekend. A few things to note: The fire department holds different events in there throughout the year. Alcohol is at these events. There is only 1 event that they get a temporary liquor license. The private party that was had last weekend had alcohol at the event but put the coolers at a house across the street.

Info from the LMC Loss Control:

- There are no specific laws against that prohibits the fire hall or other areas from having alcohol at the facility, but the LMCIT recommends against it.
- They would have some concerns about allowing the fire hall to be used for a purely private event, if such use would not be allowed for members of the public.
- They would have some concern if the party interfered with an emergency response or increase the chance of injury to an attendee.
- As we start having conversations, we should look at adding
 - alcohol use policy for city buildings.
 - Rental policies for City buildings—in the event we choose to rent out the fire hall, she stated some cities charge the public and offer free to FD members.
 - If the FD does not have an alcohol response policy, we should make one and ensure that education is in place for it.

Info from our Insurance Agent:

- No alcohol can be sold without a liquor license. At the steak fry the council always approves a temporary liquor license.
- If the Council allows for outside parties to use and alcohol will be served, private parties need a certificate of liability showing limits, what their insurance covers and us making sure that host liquor liability is included.
- When the Fire Relief hosts events such as their teacher appreciation, wives supper, township member supper, they should be sharing when those events are and if they are serving, providing, or having parties bring alcohol that they notify the City of these dates and the relief have a liquor liability insurance coverage.

From other Cities:

- Most do not allow for the rental space of their fire hall.

Currently:

- Currently we have a facility policy for the community center.

Madison Fire Department SOG

Alcohol and Controlled Substance Misuse

Madison Fire Department believes it is a privilege and honor to serve this department, the City of Madison residents and the residents within the townships it serves. Madison Fire Department believes a healthy, competent workforce, working under conditions free from the effects of drug and alcohol is essential to the safe and effective provision of emergency services in our community, townships and to the safety of its volunteer firemen.

Madison Fire Department will maintain a zero tolerance policy regarding the use of alcohol and/or drugs. NO volunteer firemen will respond to, or sign-in for incident responses, or perform any functions for the Fire department when the member uses or is under the influence of any controlled substance or alcohol.

Definition of Madison Fire Department Functions

For the purposes of this policy, the definition of fire department functions includes ALL fire ground operations, training and events. These functions include, but are not limited to:

- driving and/or operating Department apparatus, vehicles, or equipment
- responding to or performing fire ground, training, or roof operations
- traffic control operations
- incident command or fire ground sector command
- mandatory/non-mandatory drills and testing
- participation in fire department training activities
- *** participation in any other activity where the member is serving as a representative of the department, either officially or unofficially**

Prohibited Conduct

No volunteer firemen shall participate in or perform any functions for or on behalf of Madison Fire Department after having consumed any alcoholic beverage within the previous eight hour period or while under the influence of alcohol.

No volunteer firemen shall participate in or perform any functions for or on behalf of Madison Fire Department when that firefighter uses any controlled substance or prescription medication, except when such use is pursuant to the instructions of a physician, and the department has been provided with written assurance by the physician that such use will not adversely affect the ability to perform safety-sensitive functions.

Volunteer firemen will report any use of prescribed medication that could adversely affect the ability to perform Madison Fire Department functions to the Fire Chief or Officer in Charge.

Testing Requirements

In order to ensure the safe and effective provision of emergency services in our community, and the safety of individual volunteer firemen of this department, Madison Fire Department intends to test firefighters for the presence of alcohol and/or controlled substances, as a condition of membership as a firefighter in the Department.

Madison Fire Department may require the collection and testing of samples for the following purposes:

- A. Investigation of a vehicular accident involving department's apparatus, vehicles or personal vehicle while traveling to or from a call.
- B. Investigation of a fire ground or training accident.
- C. When there is a reasonable suspicion of alcohol and/or controlled substance use.

Disciplinary Process

Madison Fire Department has zero tolerance regarding this type of offense as stated above. A volunteer firefighter who violates any of the functions listed above will be "Relieved from Duty for Cause".

For offenses that don't violate the functions listed above, but may reflect poorly upon Madison Fire Department a letter of reprimand will be drafted. A copy will be provided to the offending volunteer firefighter. A copy will be placed in his file. A volunteer firefighter who commits a second offense will be provided a letter of reprimand. A copy will be placed in his file and finally he will be "Relieved from Duty for Cause".

Acknowledgement

By signing this form, I acknowledge that I have received and reviewed Madison Fire Department's Standard Operating Guidelines (SOGs) for Alcohol and Controlled Substance Misuse.

I understand that I am responsible for reading this document and familiarized myself with its contents. I also understand this policy applies to me and it is my responsibility to comply with this policy.

I understand once Madison Fire Department SOG for Alcohol and Controlled Substance Misuse is adopted it supersedes all prior handbooks or personnel policies on the subject contained in it. Madison Fire Department has the right to change, modify, add to, substitute or eliminate, and to interpret and apply, the policies and rules described therein.

Sign Name _____

Print Name _____

Date _____

Madison Fire Department SOG

Firefighter Code of Ethics

I understand that I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster a continuing positive public perception of the fire service. Therefore, I pledge the following...

- Always conduct myself, on and off duty, in a manner that reflects positively on me, my department and the fire service in general.
- Accept responsibility for my actions and for the consequences of my actions.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.
- Be respectful and conscious of each member's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Acknowledgement

By signing this form, I acknowledge that I have received Madison Fire Department's Standard Operating Guidelines (SOGs) for Firefighter Code of Ethics.

I understand that I am responsible for reading this document and familiarized myself with its contents. I also understand the Code of Ethics applies to me and it is my responsibility to adhere to Madison Fire Department's Code of Ethics.

Sign Name_____

Print Name_____

Date_____

GUIDELINES REGULATING THE USE OF COMMUNITY BUILDING
FOR MEETING PURPOSES

I. General.

The Canby Community Building was constructed to serve the general public by providing a facility conducive to the conduct of public business. Since public funds made these facilities possible, the general public is encouraged to use the Canby Community Building. The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.

Organizations desiring to use the Canby Community Building facilities must complete an application and submit it to the City Administrative Assistant. The application need be completed only once annually for organizations using the facilities periodically during the year. This application shall be submitted at least two weeks but not more than eight weeks prior to the date for which reservation is requested. The request will be reviewed in light of these guidelines and the availability of the facilities. The City Administrative Assistant will advise the requesting organization of the status of their request as soon as possible. Usage requests are not approved until the City Administrative Assistant has so advised the requesting organization.

II. Who May Use the Canby Community Building Facilities

Canby Community Building facilities will be available for public meeting purposes, civic purposes, to organizations whose membership substantially includes Canby residents or whose purpose is to provide services to substantially Canby residents. Canby Community Building facilities shall not be used for commercial enterprise, business seminars, private ceremonies, religious ceremonies, any profit making activity or any activity not consistent with the general business purpose of the building.

III. Availability

Canby Community Building facilities shall be available weekdays from 2:00 p.m. to 9:00 p.m. except those hours for which the facility has been scheduled for use, and Saturday and Sunday from 8:00 a.m. to 9:00 p.m. Permission may be granted by the City Administrative Assistant for variation from this schedule.

The City Council, official City boards and commissions or other organizations whose meetings are sponsored by the City shall have priority in the use of the Canby Community

Building facilities. Groups reserving these facilities must understand it may be necessary for them to relocate their meeting in the event the City Center facilities are needed for municipal government purposes.

IV. Procedure for Applying

- A. Use of the Canby Community Building facilities will be handled so far as possible on a first-come, first-serve basis.
- B. Application forms may be obtained from the City Administrative Assistant during normal office hours, or be mailed to the applicant.
- C. Application blanks shall be fully completed by requesting organizations and returned to the City Administrative Assistant at least two weeks but not more than eight weeks prior to the scheduled use. If an application is on file from a previous request, a request may be accepted by telephone. Reservations shall not be official until the City Administrative Assistant has signed the application and informed the applicant of its status.
- D. The applicant must contact the Canby Community Building receptionist by 2:00 p.m. on the day of the room reservation (or by 2:00 p.m. Friday if the use is on a Saturday or Sunday) to arrange entrance into the building.

V. Rules and Regulations

- A. The Canby Community Building entry corridor, restrooms, Council Chambers and Community Room may be available for use under this policy.
- B. The use of intoxicating liquor and non-intoxicating malt liquor beverages is prohibited in the Canby Community Building facilities.
- C. Pursuant to the Minnesota Clean Indoor Air Act, smoking is prohibited.
- D. Any group or organization using City facilities for the purpose of convening a public meeting must conform with "open meeting law" requirements pursuant to Minnesota Statutes.
- E. The City assumes no liability for loss, damage, injury or illness incurred by the users of the facility.
- F. The individual representing the organization using Canby Community Building facilities, i.e., person

signing the application, shall be responsible for:

1. Proper disposal of all coffee, cups, paper, etc.; rearrangement of furniture.
 2. Shutting off all lights and locking exterior entrance doors.
 3. Reporting, repairing or replacing any damage or loss of City facilities or equipment within 24 hours of meeting.
- G. Hours of use designated on the application form must be adhered to.
- H. Organizations cancelling reservations for use of the facilities more than twice in one year shall be given low priority for future requests.
- I. Failure to conform with these policies and rules may be cause for forfeiture of future use privileges.

CITY OF CANBY TERMINAL BUILDING USE POLICY

1. The City of Canby Airport Terminal meeting room is available for general business meeting usage.
2. Meeting size is limited. (See Airport Manager).
3. The Terminal building is a tobacco free area. No smoking or use of tobacco is permitted on the premises.
4. No alcoholic beverages are permitted.
5. Rent shall be \$50.00 per day, or partial day.
6. All meetings to be arranged through the Airport Manager.



PO Box 801
Fergus Falls, MN 56538

brad.bradcorestoration@gmail.com
(218) 739-3988

ESTIMATE

TO: Jason Weber
City of Canby, MN
Email: jweberqhm@yahoo.com

April 10, 2021

Review and Scope of Work: The bottom (6) or so courses of brick on the city hall are greatly spalled; as these are a soft brick and the extra moisture and likely salt environment along the sidewalk. All defective brick must be removed and replaced. My concern from the pictures is that some of the brick below grade are also deteriorated and they are "soldiers" which mean standing vertically. This makes removal the equivalent of (3) normal courses of brick. I am assuming that we can cut these off and mortar it well enough to have a solid base. The alternative may include removing the sidewalk to get low enough.

Ugh
REBRICKING OF CANBY CITY HALL: \$ 18,885.00

For all labor material and equipment to complete the removal and replacement of the bottom brick courses that are spalled. This is based on the replacement of 16" of masonry completely and the spot in of (50) defective brick above the 16". The brick and mortar shall match the existing as closely as possible.

OPTION: USING CONCRETE MASONRY UNITS: \$ 15,410.00

For all labor material and equipment to complete the same masonry repairs as stated above, but with CMU (concrete masonry units) instead of brick in the bottom 16". Above the 16" it would be matching brick. This would be a more durable product next to the sidewalk.

PAYMENT TERMS: Contract will be accepted and scheduled with a signed copy of this proposal and a deposit of 25% of the items accepted. Billing and payment to be on completion. Unpaid balances are subject to interest charges of 1 1/2% monthly; 18% annually.

A handwritten signature in black ink that reads "Bradley J. Sunde".

Bradley J. Sunde, President

City of Canby, MN

Date

1989 CRAFTSMAN OF THE YEAR
1991 CRAFTSMANSHIP AWARD
2011 ARTISAN AWARD

North Dakota American Institute of Architects
Fargo Heritage Society
Preservation North Dakota

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **The City of Canby** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on **May 31, 2021**, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 1.2 **Expiration Date.** This agreement will expire on **June 30th, 2024**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **State Project A8702-37**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit 'A' (Grant Request Letter) & Exhibit 'B' – (Credit Application), are attached and incorporated into this agreement.
- 2 **Grantee's Duties**
 - 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
 - 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without

the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 **Time**

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 **Cost and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Zoning Ordinance Update	0%	75%	25%

Federal Committed:	\$Federal Share
State:	<u>\$25,425.00</u>
Grantee:	<u>\$ 8,475.00</u>

No Federal funds are available from the U.S. Government for this project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$ 0.00. If needed, current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$24,425.00.**

4.5 **Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application. Exhibit ‘B’, which is attached and incorporated into this agreement and can also be found at: <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Monthly as work progresses and paid for, or as project progression dictates.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, Minnesota South Region Airports Engineer, 651-508-0448; luke.bourassa@state.mn.us, and/ or Brian Conklin, Minnesota South Region Airport Specialist Sr., 651-252-7658; brian.conklin@state.mn.us, or his successor. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Rebecca Schrupp - City Administrator

City of Canby

110 Oscar Ave. North

Canby MN 56220

(507)223-7295, cityadm@canby.mntm.org.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is

made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

- 10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will

be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

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

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 Additional Provisions
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Canby as follows:

1. That the state of Minnesota Agreement No. 1047255,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A8702-37 at the Canby Municipal Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Canby.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____