



**City of Lake St. Croix Beach**  
City Hall  
16455 20<sup>th</sup> Street South  
Lake St Croix Beach, MN 55043

March 18, 2019

## 6:00 PM CITY COUNCIL MEETING AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVE AGENDA
4. CONSENT AGENDA Roll Call Vote. (*Consent Agenda items, listed are defined as routine business, not requiring discussion and approved by a roll call vote. Councilmembers may elect to pull a Consent Agenda item(s) for discussion and/or separate action*)
  - A. Minutes of the City Council – February 25, 2019
  - B. Parks Commission Committee Structure
5. 2019 LSCB Audit – Michael Pofahl, CPA
6. PUBLIC SAFETY REPORTS
  - A. Law Enforcement
  - B. Emergency Response and Fire
  - C. Animal Control
7. CITY STAFF REPORTS
  - A. City Treasurer Tom Niedzwiecki –
    1. January and February Financial Report and Approval of Claims
    2. Extension of Treasurer Contract
    3. Process of Selection of New Treasurer
  - B. City Engineer Parotti –
  - C. City Attorney Sandstrom –
  - D. City Clerk - Administrator Engstrom
    1. Attorney Prosecution Contract -
    2. Flood Outlook

Building Permit Activity

Phone: 651-436-7031

Fax: 651-436-8310

e-mail: [lscb@comcast.net](mailto:lscb@comcast.net)

8.

**OPEN COMMENTS FROM THE PUBLIC**

Visitors may share their comments or concerns on **any issue** that is a responsibility or function of the City Council of Lake St. Croix Beach, not an issue as listed on this agenda. Persons who wish to address the City Council must fill out a comment card before the meeting begins and give it to the City Clerk or City staff. The mayor will ask you to come to the podium, state your name and address, and present your comments. Your presentation will be limited to no more than 3 minutes. The mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of the City Council's responsibilities. The mayor may also limit the number of individual presentations.

**PUBLIC COMMENTS (Agenda Items)**

Visitors may share their comments or concerns on any **agenda item listed** that is a responsibility or function of the City Council of Lake St. Croix Beach. Persons who wish to address the City Council must fill out a comment card before the meeting begins and give it to the City Clerk or City staff. The mayor will ask you to come to the podium, state your name and address, and present your comments. Your presentation will be limited to no more than 3 minutes. The mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, overly argumentative, or if it is not relevant to an issue that is part of the City Council's responsibilities. The mayor may also limit the number of individual presentations.  
E.

9. **COUNCIL REPORTS**

Councilmember Armstrong  
Councilmember Bluesky  
Councilmember Bulera  
Councilmember Ludwig  
Mayor McCarthy

10. **Adjourn**

*Ch. A. Conser*

CITY OF LAKE ST. CROIX BEACH  
16455 20<sup>TH</sup> STREET SOUTH  
WASHINGTON COUNTY, MINNESOTA

REGULAR MEETING  
MINUTES  
FEBRUARY 25, 2019

6:00 PM

**MEMBERS PRESENT:** Tom McCarthy, JP Armstrong, Pete Ludwig, Noah Bluesky and Dawn Bulera

**MEMBERS ABSENT:**

**STAFF PRESENT:** Dave Engstrom, City Treasurer Tom Niedzwiecki, Attorney Kevin Sandstrom

**STAFF ABSENT:** Kathy Laur

**OTHERS PRESENT:** Cindie Reiter

1. **CALL TO ORDER:** Mayor McCarthy called the meeting to order at 6:08pm

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVE AGENDA**

City Clerk Engstrom noted that under the City Attorney's report that item would not be discussed at this time.

Under City Clerk's report would like to add Picnic Tables.

Mayor McCarthy would like to remove approval of claims from the Consent Agenda and put it in Treasurer Niedzwiecki's report.

Mayor McCarthy made a motion to approve the agenda, seconded by Councilmember Bulera. Motion passed 5-0.

4. **CONSENT AGENDA**

1. Approved Minutes of the City Council Meeting on January 28, 2019. Add Attorney Sandstrom to the Special Meeting Minutes and add Engineer Parotti to the Regular meeting minutes.

Councilmember Bluesky made a motion to approve the consent agenda, seconded by Councilmember Ludwig. Motion passed 5-0.

5. **OPEN COMMENTS FROM THE PUBLIC**

- Cindie Reiter, 16560 17<sup>th</sup> St. South questioned city expenses.

## **6. PUBLIC COMMENTS (Agenda Items)**

### **7. PUBLIC SAFETY REPORTS**

- A. Law Enforcement – 1 citation in LSCB
- B. Emergency Response and Fire – 3 ambulance calls
- C. Animal Control – None

### **CITY STAFF REPORTS**

- A. City Treasurer, Tom Niedzwiecki
  - Add authorization for City Clerk/Administrator Dave Engstrom and Deputy City Clerk Kathy Laur to 4M Fund

**Councilmember Ludwig made a motion to approve the authorization of City Clerk/Administrator Dave Engstrom and Deputy City Clerk Laur to the 4M Fund, seconded by Mayor McCarthy. The motion passed 5-0.**

- 2018 Year-end financial report unaudited

**Mayor McCarthy made a motion to accept the unaudited 2018 year-end report, seconded by Councilmember Bluesky. The motion passed 5-0**

- Approval of claims

**Mayor McCarthy made a motion to approve check numbers 17980 and 18280 thru 18301. Direct deposits/auto pays 201902001 to 201902027 for a total of \$68,572.08, seconded by Councilmember Ludwig. Motion passes 5-0**

B. City Engineer Parotti – Update: Time to start thinking about routine street maintenance. Have reviewed a street opening permit from CenterPoint. They will dig little holes in multiple locations to get to their gas lines. Areas to be affected are Quinlan, Racine, and Ramada north of 21st street.

C. City Attorney Sandstrom – Looking at code recodification process, levy project and levy pole relocation.

D. City Clerk – Engstrom

- LMC Conference and Training is June 26-28, in Duluth. Councilmembers Bluesky and Bulera expressed interest in attending.
- 2019 City Clean Up Day – no decision was made
- Flood Outlook 2019 – Brad Peters – Emergency Management there is a 57% chance of a moderate flood.
- Picnic Tables for Riverfront Park \$750 approved. Came from interest earned budget where there is \$1,200 to use.

**Mayor McCarthy made a motion to approve the purchase of two picnic tables for Riverfront Park with the funds coming from the interest on the long-term improvement fund, seconded by Councilmember Bulera. The motion passed 5-0.**

E. Mayor McCarthy discussed meeting with Sav-A-Tree to cut down a tree and remove the stump at the 21<sup>st</sup> Street levy. It's mandatory to have the tree removed in order to get the levy certified.

**Councilmember Armstrong made a motion to remove the tree and stump at the 21<sup>st</sup> Street levy not to exceed \$3,000, seconded by Mayor McCarthy. Motion passed 5-0.**

F. Building Permit – Nothing to report

#### **8. NEW BUSINESS**

#### **9. OLD BUSINESS**

#### **10. COUNCIL/STAFF REPORTS**

Councilmember Armstrong – Nothing to report

Councilmember Ludwig – Nothing to report

Councilmember Bluesky – Nothing to report

Councilmember Bulera

- Will attend the St. Mary's Point City Council meeting to approach them on doing a partnership with LSCB for clean-up day.
- Yellow Ribbon Alliance is trying to get all of the cities that are Yellow Ribbon cities to plan to attend a September 14<sup>th</sup> fund raiser at the Washington County Fair Grounds to benefit military families.
- EAC is getting ready to man the recycling table at the Affon/Lakeland Carnival.

Mayor McCarthy – Nothing to report

#### **11. ADJOURN**

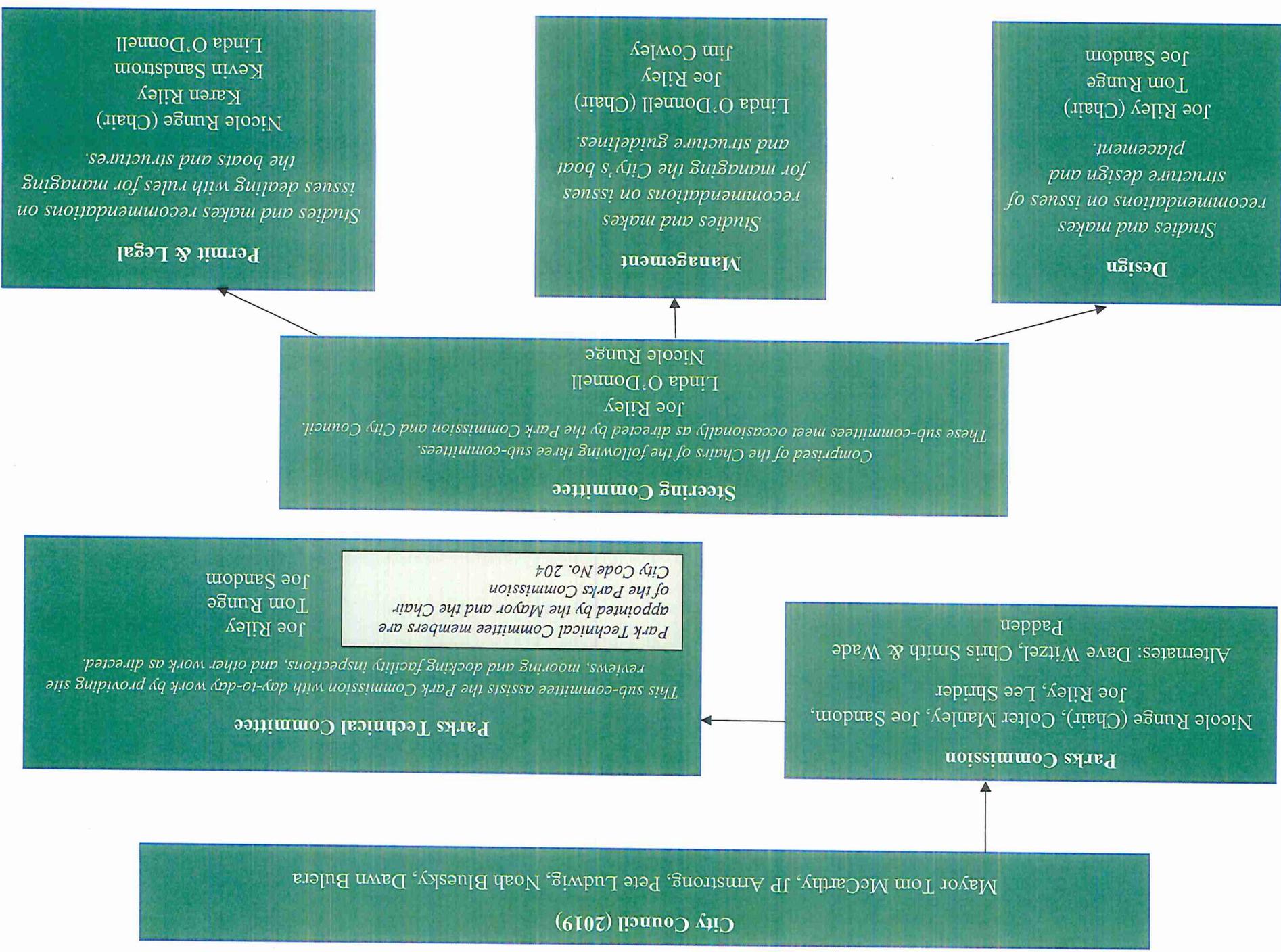
**Mayor McCarthy made a motion to adjourn the meeting at 7:15 pm, seconded by Councilmember Armstrong. Motion passed 5-0**

The next regular City Council Meeting will be March 18, 2019.

Respectfully submitted by:

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Kathy Laur, Deputy City Clerk



## ST CROIX BEACH



2/2/2019 3:54:44 PM	WC19004857	1XXX Queens Ave S, ST CROIX BEACH	PARKING COMPLAINT
2/4/2019 11:12:30 AM	WC19005135	13th St S / Quinlan Ave S, ST CROIX BEACH	ACCIDENT
2/5/2019 6:09:23 PM	WC19005300	Upper 22nd St S / Saint Croix Trl S, ST CROIX BEACH	ANIMAL COMPLAINT
2/9/2019 6:04:24 PM	WC19005832	Quentin Ave S / 20th St S, ST CROIX BEACH	SUSPICIOUS PERSON/ACTIVITY
2/10/2019 1:03:02 AM	WC19005904	2XXX Saint Croix Trl S, ST CROIX BEACH	MEDICAL
2/11/2019 10:25:12 AM	WC19006058	Unknown, ST CROIX BEACH	CITIZEN/PUBLIC ASSIST
2/11/2019 3:09:39 PM	WC19006095	2XXX Quinlan Ave S, ST CROIX BEACH	ANIMAL COMPLAINT
2/13/2019 10:27:44 AM	WC19006337	2XXX Quinlan Ave S, ST CROIX BEACH	ANIMAL COMPLAINT
2/16/2019 8:21:56 PM	WC19006819	1XXX Ramada Ave S, ST CROIX BEACH	MEDICAL
2/19/2019 11:41:24 AM	WC19007163	2XXX Quarry Ave S, ST CROIX BEACH	VEHICLE UNLOCK
2/20/2019 7:29:27 AM	WC19007307	Saint Croix Trl S / Upper 22nd St S, ST CROIX BEACH	TRAFFIC COMPLAINT
2/20/2019 9:50:41 PM	WC19007418	2XXX Queens Ave S, ST CROIX BEACH	CITIZEN/PUBLIC ASSIST
2/21/2019 11:23:36 AM	WC19007469	1XXX Saint Croix Trl S, ST CROIX BEACH	CITIZEN/PUBLIC ASSIST
2/23/2019 10:41:13 PM	WC19007849	2XXX QUENTIN AVE S, ST CROIX BEACH	CITIZEN/PUBLIC ASSIST
2/24/2019 8:06:17 AM	WC19007882	Racine Ave S / 13th St S, ST CROIX BEACH	PARKING COMPLAINT
2/25/2019 4:30:12 PM	WC19008066	16XXX Upper 12th St S, ST CROIX BEACH	ALARM-BUSINESS/RES/FIRE/MEDICAL/ETC
2/26/2019 10:50:58 PM	WC19008227	1XXX Quasar Ave S, ST CROIX BEACH	CITIZEN/PUBLIC ASSIST
2/27/2019 7:38:31 PM	WC19008361	1XXX Saint Croix Trl S, ST CROIX BEACH	HARASSMENT
2/28/2019 4:33:01 AM	WC19008403	1XXX Saint Croix Trl S, ST CROIX BEACH	Follow up
2/28/2019 7:28:33 PM	WC19008482	1XXX Quebec Ave S, ST CROIX BEACH	ATV/OFF ROAD VEHICLE COMPLAINT

# Citations for: Lake St. Croix Beach

2/1/2019 To 2/28/2019

Agcy	Date	Citation Number	Badge	Officer Name	Citation Type	Block	Street Name	Str Sfx	Cross Street Name	Cross St Sfx	City	Literal Descrip
WCSD	2/14/2019	820025904501	WC141	K. Land	Citation	0	QUINLAN AVE S				Lake St. Croix Beach	SCB - Ani

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## LSCV District Run Summary

Basic Incident Number (FD1)	Basic Incident Date Time	Basic Incident Street Number (FD1.10)	Basic Incident Street Name (FD1.12)	Basic Incident Street Suffix (FD1.14)	Basic Incident Street Type (FD1.13)	Basic Incident Type (FD1.21)	Basic Incident Zone/District Number (FD1.32)	Basic Aid Given Or Received (FD1.22)
19042	02/01/2019 08:48:54	14107	HUDSON	South	Road	Water problem, other	AFT	None
19043	02/02/2019 14:21:50	750	Highway 95	North		EMS call, excluding vehicle accident with injury	BPT	Mutual aid given
19044	02/03/2019 12:41:57	480	STAGECOACH	North	Trail	Dispatched and cancelled en route	WLKD	Mutual aid given
19045	02/06/2019 08:27:57		HUDSON	North	Road	Motor vehicle accident with injuries	LKD	None
19046	02/06/2019 08:41:01		194 EB AT NEAL	South	Avenue	Motor vehicle accident with injuries	194	Automatic aid received
19047	02/07/2019 10:25:35		194			Chemical spill or leak	194	Automatic aid received
19048	02/07/2019 11:12:47		194 EB AT STAGECOACH	North	Trail	Dispatched and cancelled en route	194	Automatic aid received
19049	02/07/2019 12:35:53		194 EB AT STAGECOACH	North	Trail	Motor vehicle accident with injuries	194	None
19050	02/09/2019 20:43:19	4723	PARSONS	South	Court	Dispatched and cancelled en route	AFT	None
19051	02/10/2019 01:02:15	14168	44TH	South	Street	EMS call, excluding vehicle accident with injury	AFT	None
19052	02/10/2019 01:04:54	2030	SAINT CROIX	South	Trail	EMS call, excluding vehicle accident with injury	LKD	Mutual aid received
19053	02/10/2019 04:39:51	1450	MANNING	South	Avenue	Building fire	WBDB	Mutual aid given
19054	02/10/2019 06:32:00		1450 Manning	South	Avenue	Building fire	WBDB	Mutual aid given
19055	02/10/2019 14:50:02	16780	ZND	North	Street	EMS call, excluding vehicle accident with injury	LLS	None
19056	02/11/2019 10:07:32	16139	ZND	North	Street	EMS call, excluding vehicle accident with injury	LKD	Mutual aid received
19057	02/11/2019 10:11:55		194 WB TO MINDOT WEIGH STATION		Ramp	Dispatched and cancelled en route	194	Automatic aid received
19058	02/12/2019 08:58:54		194 EB JWO 194 HUDSON BRIDGE			Motor vehicle accident with injuries	LKD	None
19059	02/12/2019 18:45:32		MINDOT REST AREA TO 194 WB		Ramp	No incident found on arrival at dispatch address	194	Automatic aid received
19060	02/12/2019 23:08:01	3520	PERROT	South	Avenue	EMS call, excluding vehicle accident with injury	AFT	None
19061	02/14/2019 13:21:05	1553	STAGECOACH	South	Trail	EMS call, excluding vehicle accident with injury	AFT	None
19062	02/16/2019 00:21:40		15th	South	Street	Motor vehicle accident with injuries	AFT	None
19063	02/16/2019 20:22:32	1454	RAMADA	South	Avenue	EMS call, excluding vehicle accident with injury	LSB	Mutual aid received
19064	02/17/2019 01:01:10	271	QUEHL AVENUE	North	Court	EMS call, excluding vehicle accident with injury	LKD	None
19065	02/17/2019 19:30:01	16816	11TH	North	Street	Carbon monoxide incident	LKD	None

Basic Incident Number (FD1)	Basic Incident Date Time	Basic Incident Street Number (FD1.10)	Basic Incident Street Name (FD1.12)	Basic Incident Street Suffix (FD1.14)	Basic Incident Street Type (FD1.13)	Basic Incident Type (FD1.21)	Basic Incident Zone/District Number (FD1.32)	Basic Incident Received (FD1.22)
19066	02/20/2019 00:14:41	3100	PERROT		Avenue	EMS call, excluding vehicle accident with injury	AFT	None
19067	02/23/2019 08:19:54		30th		Street	EMS call, excluding vehicle accident with injury	AFT	None
19068	02/23/2019 10:31:19	13898	50TH		Street	EMS call, excluding vehicle accident with injury	AFT	None
19069	02/25/2019 07:54:41	737	QUENTIN		Avenue	EMS call, excluding vehicle accident with injury	LKD	None

**Mutual Aid Given Report**

Any incident where the department name is not listed will be listed with a department type of 'NA'.

Given Incident Number	Incident Date Time	FT Paid Empl.	Pt Paid Empl.	Neither Career or Volunteer	Career	Volunteer	Total Engine	Total Aerial	Total Other
LSCV 19043		3	8	0	11	0	1	0	10
LSCV 19044		3	12	0	15	0	1	0	14
LSCV 19053		3	4	0	7	0	2	0	5
LSCV 19054		3	8	0	11	0	7	0	4
<b>Total:</b>		<b>12</b>	<b>32</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>33</b>

**Mutual Aid Received Report**

Any incident where the department name is not listed will be listed with a department type of 'NA'.

Received Incident Number	Incident Date Time	FT Paid Empl.	Pt Paid Empl.	Neither Career or Volunteer	Career	Volunteer	Total Engine	Total Aerial	Total Other
LSCV 19046		2	9	0	11	0	7	0	4
LSCV 19047		2	9	0	11	0	5	0	6
LSCV 19048		2	10	0	12	0	5	0	7
LSCV 19052		1	7	0	8	0	2	0	6
LSCV 19056		1	8	0	9	0	4	0	5
LSCV 19057		1	8	0	9	0	0	0	9
LSCV 19059		3	13	0	16	0	0	0	16
LSCV 19063		1	11	0	12	0	6	0	6
<b>Total:</b>		<b>13</b>	<b>75</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>59</b>

**Incident Type Report (Summary) 2**

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of	Total Property Loss	Total Content Loss	Total Engine Loss	Total Aerial Loss	Total Other Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire	2	7.14%	0.00	0.00	0.00	0.00	0.00%
111 - Building fire	2	7.14%					
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident with injury	13	46.43%					
321 - EMS call, excluding vehicle accident	13	46.43%					
322 - Motor vehicle accident with injuries	5	17.86%					
322 - Motor vehicle accident with injuries	5	17.86%					
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)	1	3.57%					
422 - Chemical spill or leak	1	3.57%					
424 - Carbon monoxide incident	1	3.57%					
Incident Type Category (FD1.21): 5 - Service Call	1	3.57%					
520 - Water problem, other	1	3.57%					
Incident Type Category (FD1.21): 6 - Good Intent Call	4	14.29%					
611 - Dispatched and cancelled en route	4	14.29%					
622 - No incident found on arrival at dispatch address	1	3.57%					

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Date	Time	Caller	Location	Description of Animal	Collar / Tag	Dry Run	Overnight	Fee	Milage	Total
2/1/19		6Month Service Retainer						400		400.00
		No Calls Out This Month								-
		No Warning Letters Sent								-
		Lost Reports 3Dogs	Found Reports 0							-
										-
										-
										-
										-
										-
										-
										-
Total								400.00	-	400.00

Date	Time	Caller	Location	Description of Animal	Collar / Tag	Dry Run	Overnight	Fee	Milage	Total
										-
										-
										-

# City of Lake St. Croix Beach Financial Reports

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7A1

*Meeting Date: March 18, 2019*

**A. Financial Snapshot: January and February 2019**

**B. Statement of Operations: January and February 2019**

**C. Claims to be Approved: February 26, 2019 through March 18, 2019**



Submitted by Thomas H. Niedzwiecki, Treasurer

*City of Lake St Croix Beach  
Financial Snapshot  
January and February 2019*

Fund #	Fund Description	Balance 12/31/17	Balance 12/31/18	Balance 12/31/18	Revenue JanFeb19	Expense JanFeb19	Transfers JanFeb19	Balance 02/28/19	JanFeb19 Net Income	2019 Budgeted Transfers
101	General Fund	\$410,339.00	\$412,856.11	\$412,856.11	\$6,328.82	\$93,278.05		\$325,906.88	(\$86,949.23)	(\$172,731.00)
250	Charitable Gaming Fund	\$6,027.28	\$6,040.77	\$6,040.77	\$717.46			\$6,758.23	\$717.46	\$0.00
402	Street Improvement Fund	\$339,381.02	\$142,323.62	\$142,323.62	\$381.46	\$468.85		\$142,236.23	(\$87.39)	\$110,981.00
404	Pettitt Park Imp Fund	\$1,729.02	\$475.41	\$475.41	\$500.59			\$976.00	\$500.59	\$1,000.00
405	Playground Imp Fund	\$5,440.20	\$26,834.50	\$26,834.50	\$95.21	\$20,204.44		\$6,725.27	(\$20,109.23)	\$5,000.00
410	Bluffland Fund	\$67,004.90	\$70,575.54	\$70,575.54	\$250.07	\$578.02		\$70,247.59	(\$327.95)	\$3,000.00
415	Building & Land Fund	\$32,571.76	\$326.46	\$326.46	\$1.18			\$327.64	\$1.18	\$5,000.00
450	LT Improvement Fund	\$37,675.76	\$45,917.85	\$45,917.85	\$116.93	\$460.00		\$45,574.78	(\$343.07)	\$47,750.00
<b>Total Fund Balances</b>		<b>\$900,168.94</b>	<b>\$705,350.26</b>	<b>\$705,350.26</b>	<b>\$8,391.72</b>	<b>\$114,989.36</b>	<b>\$0.00</b>	<b>\$598,752.62</b>	<b>(\$106,597.64)</b>	<b>\$0.00</b>

**Significant Receipts:**

None

**Significant Expenses:**

101 41310 \$4,940 Various: 2018 Audit  
 101 42105 \$15,639 LSCV Fire District: 1st Qtr Fire & Amb Services  
 101 43105 \$12,730 Tri-County Jan & Feb Snow & Ice  
 101 49240 \$6,878 LMCIT: Prop & Liab Annual Ins Premium  
 101 49250 \$1,239 LMCIT: Workers Comp Annual Ins Premium  
 405 45815 \$20,204 MN/WI Playground: Riverfront Park

<u>Detail of LT Improvement Fund</u>	Balance 12/31/17	Balance 12/31/18	Revenue YTD 2019	Expense YTD 2019	Transfers YTD 2019	Balance 02/28/19	YTD 2019 Net Income	2019 Budgeted Transfers
36108 Interest Earnings	\$3.25	\$490.10	\$116.93			\$607.03	\$116.93	
58021 Water Main Repairs	\$10,000.00	\$20,000.00				\$20,000.00	\$0.00	\$10,000.00
58022 Vegetative Management	\$0.00	\$5,000.00				\$5,000.00	\$0.00	\$5,000.00
58023 Park Imp - General	\$1,500.00	\$1,375.00				\$1,375.00	\$0.00	\$1,000.00
58024 Vehicle Replacement	\$0.00	\$0.00				\$0.00	\$0.00	\$4,000.00
58025 Office Equipment	\$0.00	\$0.00				\$0.00	\$0.00	\$250.00
58026 City Hall Improvements	\$4,400.00	\$315.60				\$315.60	\$0.00	\$7,000.00
58027 Comprehensive Plan	\$2,972.51	(\$4,629.00)				(\$4,629.00)	\$0.00	\$4,000.00
58028 Snow & Ice Reserve	\$0.00	\$0.00				\$0.00	\$0.00	\$1,000.00
58029 Clean Up Day Reserve	\$0.00	\$0.00				\$0.00	\$0.00	\$8,000.00
58032 Codification	\$5,000.00	\$6,756.47				\$6,756.47	\$0.00	\$1,000.00
58033 Right of Way Maintenance	\$10,000.00	\$9,634.50				\$9,634.50	\$0.00	\$5,000.00
58034 Tree Program (Park Land)	\$3,800.00	\$6,975.18		\$100.00		\$6,875.18	(\$100.00)	\$500.00
58035 Audit & Legal Reserve	\$0.00	\$0.00		\$360.00		(\$360.00)	(\$360.00)	\$500.00
58036 MN UI Reserve	\$0.00	\$0.00				\$0.00	\$0.00	\$500.00
	\$0.00	\$0.00				\$0.00	\$0.00	
<b>Total LT Imp Fund as Above</b>	<b>\$37,675.76</b>	<b>\$45,917.85</b>	<b>\$116.93</b>	<b>\$460.00</b>	<b>\$0.00</b>	<b>\$45,574.78</b>	<b>(\$343.07)</b>	<b>\$47,750.00</b>

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**City of Lake St Croix Beach  
Statement of Operations  
January and February 2019**

Fund and Account Numbers/Description	2016 Full Year Actual	2017 Full Year Actual	2018 Full Year Actual	2019 Actual		2019 Annual Budget	YTD % Annual Budget	Remaining Budget
				Current Month	Year to Date			
<b>101 General Fund</b>								
<b>General Fund Revenue</b>								
<b>31000 General Prop Taxes</b>								
31100 Genl Prop Taxes - Curr Yr	469,976	440,210	440,310	0.00	0.00	446,740.00	0.0%	446,740
31101 Genl Prop Tax - Prior Yr	0	11,870	3,677	0.00	0.00	0.00		0
31200 Fiscal Disp Levy - Curr	0	63,102	71,733	0.00	0.00	75,628.00	0.0%	75,628
31201 Fiscal Disp Levy - Prior	0	383	0	0.00	0.00	0.00		0
<b>Total 31000 General Prop Taxes</b>	<b>469,976</b>	<b>515,564</b>	<b>515,720</b>	<b>0.00</b>	<b>0.00</b>	<b>522,368.00</b>	<b>0.0%</b>	<b>522,368</b>
<b>31300 Franchise Fees &amp; Taxes</b>								
31301 Cable Commission	9,399	12,927	10,088	0.00	0.00	13,000.00	0.0%	13,000
<b>Total 31300 Franchise Fees &amp; Taxes</b>	<b>9,399</b>	<b>12,927</b>	<b>10,088</b>	<b>0.00</b>	<b>0.00</b>	<b>13,000.00</b>	<b>0.0%</b>	<b>13,000</b>
<b>31500 Assessments - Water</b>	0	0	0	0.00	0.00	0.00		0
<b>31700 Fire Stat Debt Levy</b>	0	11,836	12,150	0.00	0.00	11,926.00	0.0%	11,926
<b>31710 Fire Relief Assn Levy</b>	0	0	0	0.00	0.00	0.00		0
<b>32000 Lic &amp; Permits</b>								
<b>32100 Bus Lic &amp; Permits</b>								
32110 Liquor & Cigarettes	1,592	1,512	1,524	0.00	0.00	1,510.00	0.0%	1,510
32120 Zoning - Business	272	542	1,255	230.00	230.00	500.00	46.0%	270
<b>Total 32100 Bus Lic &amp; Permits</b>	<b>1,864</b>	<b>2,054</b>	<b>2,779</b>	<b>230.00</b>	<b>230.00</b>	<b>2,010.00</b>	<b>11.4%</b>	<b>1,780</b>
<b>32200 Non-Bus Lic &amp; Permits</b>								
32210 Animal Lic & Fees	70	300	240	50.00	50.00	100.00	50.0%	50
32215 Bldg Permits	18,158	18,207	20,883	472.50	472.50	12,000.00	3.9%	11,528
32220 Zoning - Non-Bus	4,659	13	0	0.00	0.00	1,000.00	0.0%	1,000
<b>Total 32200 Non-Bus Lic &amp; Permits</b>	<b>22,886</b>	<b>18,520</b>	<b>21,123</b>	<b>522.50</b>	<b>522.50</b>	<b>13,100.00</b>	<b>4.0%</b>	<b>12,578</b>
<b>Total 32000 Lic &amp; Permits</b>	<b>24,750</b>	<b>20,574</b>	<b>23,902</b>	<b>752.50</b>	<b>752.50</b>	<b>15,110.00</b>	<b>5.0%</b>	<b>14,358</b>

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				Current Month	Year to Date			
<b>33000 Intergov't Revenues</b>								
33050 PERA Aid	248	248	248	0.00	0.00	248.00	0.0%	248
33101 Local Govt Aid	73,735	74,260	81,665	0.00	0.00	82,123.00	0.0%	82,123
33150 Federal Disaster Aid	0	0	0	0.00	0.00	0.00		0
33155 State Disaster Aid	84,169	0	0	0.00	0.00	0.00		0
33160 Oth Disaster Aid/Contrib	0	0	0	0.00	0.00	0.00		0
33200 Recycling Grant/Reimb	3,444	3,428	4,200	0.00	0.00	4,200.00	0.0%	4,200
33250 MN Small City Assistance	0	13,858	13,431	0.00	0.00	13,858.00	0.0%	13,858
33260 Local Grants - General	0	7,080	0	0.00	0.00	50.00	0.0%	50
<b>Total 33000 Intergov't Revenues</b>	<b>161,596</b>	<b>98,874</b>	<b>99,544</b>	<b>0.00</b>	<b>0.00</b>	<b>100,479.00</b>	<b>0.0%</b>	<b>100,479</b>
<b>34000 Chgs for Serv</b>								
<b>34050 General Government</b>								
34051 Newsletter Sponsors	1,575	0	3,015	250.00	250.00	1,800.00	13.9%	1,550
34052 Assessment Searches	0	0	40	0.00	0.00	40.00	0.0%	40
34053 City Hall Rent	0	500	1,400	300.00	300.00	1,500.00	20.0%	1,200
<b>Total 34050 General Government</b>	<b>1,575</b>	<b>500</b>	<b>4,455</b>	<b>550.00</b>	<b>550.00</b>	<b>3,340.00</b>	<b>16.5%</b>	<b>2,790</b>
<b>34070 Garbage, Recycling &amp; Oth</b>								
34071 Clean Up Day	1,681	0	299	0.00	0.00	0.00		0
<b>Total 34070 Garbage, Recycling &amp; Oth</b>	<b>1,681</b>	<b>0</b>	<b>299</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0</b>

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				Current Month	Year to Date			
<b>34100 Parks &amp; Rec</b>								
34105 Park Dedication Fees	0	0	0	0.00	0.00	0.00		0
34107 Park Rental	50	275	445	0.00	0.00	400.00	0.0%	400
34110 Beach Parking Permits	34,276	30,718	29,777	0.00	0.00	30,000.00	0.0%	30,000
34120 Watercraft Permits	6,439	6,208	6,235	2,945.00	2,945.00	6,200.00	47.5%	3,255
34130 Other Park Revenue	775	0	0	0.00	0.00	0.00		0
<b>Total 34100 Parks &amp; Rec</b>	<b>41,540</b>	<b>37,201</b>	<b>36,457</b>	<b>2,945.00</b>	<b>2,945.00</b>	<b>36,600.00</b>	<b>8.0%</b>	<b>33,655</b>
34200 Other Service Charges	0	12	0	0.00	0.00	0.00		0
<b>Total 34000 Chgs for Serv</b>	<b>44,796</b>	<b>37,713</b>	<b>41,212</b>	<b>3,495.00</b>	<b>3,495.00</b>	<b>39,940.00</b>	<b>8.8%</b>	<b>36,445</b>
35000 Fines & Forfeits	1,972	2,711	2,334	476.61	476.61	2,000.00	23.8%	1,523
36000 Investment Earnings	857	3,919	6,642	1,604.71	1,604.71	3,500.00	45.8%	1,895
<b>37000 All Oth Rev</b>								
37010 Insurance Dividends	1,384	2,249	272	0.00	0.00	600.00	0.0%	600
37020 Reimbursements	183	0	0	0.00	0.00	0.00		0
37030 Miscellaneous	557	4,279	189	0.00	0.00	0.00		0
37050 Donations - General City	690	125	0	0.00	0.00	100.00	0.0%	100
<b>Total 37000 All Oth Rev</b>	<b>2,814</b>	<b>6,653</b>	<b>461</b>	<b>0.00</b>	<b>0.00</b>	<b>700.00</b>	<b>0.0%</b>	<b>700</b>
<b>Total General Fund Revenue</b>	<b>716,160</b>	<b>710,772</b>	<b>712,053</b>	<b>6,328.82</b>	<b>6,328.82</b>	<b>709,023.00</b>	<b>0.9%</b>	<b>702,694</b>

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<b>General Fund Expenses</b>								
<b>41000 Genl Govt</b>								
<b>41100 Mayor &amp; Council</b>								
41110 Wages & Benefits	7,071	8,394	8,342	1,386.87	1,386.87	8,400.00	16.5%	7,013
41120 Other Expenses	300	0	0	0.00	0.00	0.00		0
<b>Total 41100 Mayor &amp; Council</b>	<b>7,370</b>	<b>8,394</b>	<b>8,342</b>	<b>1,386.87</b>	<b>1,386.87</b>	<b>8,400.00</b>	<b>16.5%</b>	<b>7,013</b>
<b>41200 Admin &amp; Finance</b>								
41210 Clerk/City Administrator	126,313	66,344	85,500	13,550.12	13,550.12	77,539.00	17.5%	63,989
41215 Deputy Clerk	0	1,323	54,778	11,439.15	11,439.15	66,183.00	17.3%	54,744
41220 Treasurer/Accounting	17,025	28,819	19,800	3,400.00	3,400.00	9,400.00	36.2%	6,000
41230 Payroll Service	1,783	952	360	60.00	60.00	300.00	20.0%	240
41250 Other/Miscellaneous	728	150	180	60.00	60.00	250.00	24.0%	190
<b>Total 41200 Admin &amp; Finance</b>	<b>145,848</b>	<b>97,588</b>	<b>160,618</b>	<b>28,509.27</b>	<b>28,509.27</b>	<b>153,672.00</b>	<b>18.6%</b>	<b>125,163</b>
<b>41300 Oth Genl Govt</b>								
41301 Meeting Per Diem & Exp	1,594	4,914	2,245	0.00	0.00	3,000.00	0.0%	3,000
41303 Banking Fees & Charges	1,159	204	439	26.25	26.25	200.00	13.1%	174
41305 Misc/Other Expense	2,151	273	1,139	504.28	504.28	500.00	100.9%	(4)
41310 Financial Audit	6,515	8,078	4,630	4,940.00	4,940.00	4,500.00	109.8%	(440)
41315 Elections	2,755	1,310	2,987	830.00	830.00	1,000.00	83.0%	170
41320 Printing & Publishing	6,814	647	1,005	167.99	167.99	1,200.00	14.0%	1,032
41325 Assessment Services	7,168	7,493	7,968	451.91	451.91	8,240.00	5.5%	7,788
41330 Legal Services	14,047	25,441	14,251	1,876.05	1,876.05	18,000.00	10.4%	16,124
41335 Office Equip & Supplies	12,961	7,237	9,521	946.40	946.40	6,000.00	15.8%	5,054
41340 Comm Equip & Service	3,740	3,601	4,980	580.24	580.24	3,500.00	16.6%	2,920
41345 Transportation & Mileage	0	28	2,447	292.66	292.66	1,000.00	29.3%	707
41350 Dues & Subscriptions	12,156	1,891	2,749	42.00	42.00	3,000.00	1.4%	2,958
41355 Newsletter	0	2,861	9,640	1,996.95	1,996.95	10,000.00	20.0%	8,003
41360 Training & Education	2,535	870	2,946	160.71	160.71	2,400.00	6.7%	2,239
41390 Grants & Contributions	0	450	0	0.00	0.00	450.00	0.0%	450
<b>Total 41300 Oth Genl Govt</b>	<b>73,595</b>	<b>65,297</b>	<b>66,948</b>	<b>12,815.44</b>	<b>12,815.44</b>	<b>62,990.00</b>	<b>20.3%</b>	<b>50,175</b>

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<b>41500 City Bldgs &amp; Plant</b>								
41507 City Hall Maint & Util	10,640	8,692	22,756	2,148.28	2,148.28	10,000.00	21.5%	7,852
41509 City Hall Imp	0	565	5,820	0.00	0.00	0.00		0
<b>Total 41500 City Bldgs &amp; Plant</b>	<b>10,640</b>	<b>9,257</b>	<b>28,576</b>	<b>2,148.28</b>	<b>2,148.28</b>	<b>10,000.00</b>	<b>21.5%</b>	<b>7,852</b>
<b>Total 41000 Genl Govt</b>	<b>237,454</b>	<b>180,537</b>	<b>264,485</b>	<b>44,859.86</b>	<b>44,859.86</b>	<b>235,062.00</b>	<b>19.1%</b>	<b>190,202</b>
<b>42000 Public Safety</b>								
42103 Law Enforcement	61,822	98,047	67,939	0.00	0.00	70,000.00	0.0%	70,000
42105 Fire & Emergency Response	55,150	57,786	60,811	15,638.50	15,638.50	62,554.00	25.0%	46,916
42107 Animal Control	300	1,714	1,256	0.00	0.00	1,800.00	0.0%	1,800
42109 Building Inspection Serv	22,841	17,904	13,755	485.50	485.50	8,400.00	5.8%	7,915
42111 Oth Public Safety	0	0	0	0.00	0.00	0.00		0
42113 Fire Relief Association	0	0	0	0.00	0.00	0.00		0
42150 Erosion & Flood Control	0	11,812	5,896	380.70	380.70	8,000.00	4.8%	7,619
42160 Public Safety Grants	0	0	0	0.00	0.00	0.00		0
42203 Fire Hall Debt Serv	11,799	11,836	12,150	0.00	0.00	11,926.00	0.0%	11,926
<b>Total 42000 Public Safety</b>	<b>151,912</b>	<b>199,098</b>	<b>161,807</b>	<b>16,504.70</b>	<b>16,504.70</b>	<b>162,680.00</b>	<b>10.1%</b>	<b>146,175</b>
<b>43000 Public Works</b>								
<b>43100 Streets</b>								
43103 Street Maintenance	54,421	5,853	6,947	0.00	0.00	24,000.00	0.0%	24,000
43105 Snow & Ice Removal	4,226	22,282	21,787	12,730.00	12,730.00	14,000.00	90.9%	1,270
43107 Engineering Services	32,152	14,034	24,471	1,201.83	1,201.83	12,000.00	10.0%	10,798
43109 Traffic Signs & Control	4,988	5,516	1,234	634.25	634.25	2,000.00	31.7%	1,366
43110 Right of Way Maint	0	0	5,000	0.00	0.00	0.00		0
43111 Street Lighting	7,952	7,583	8,316	1,404.19	1,404.19	8,500.00	16.5%	7,096
43113 Street Drainage/Flooding	12,081	129	3,200	0.00	0.00	2,700.00	0.0%	2,700
43115 Weed Control	0	0	0	0.00	0.00	1,000.00	0.0%	1,000
43116 Tree Program	16,959	1,110	5,085	0.00	0.00	0.00		0
<b>Total 43100 Streets</b>	<b>132,779</b>	<b>56,506</b>	<b>76,041</b>	<b>15,970.27</b>	<b>15,970.27</b>	<b>64,200.00</b>	<b>24.9%</b>	<b>48,230</b>

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<b>43200 Sanitation</b>								
43203 Recycling Services	24,597	26,062	22,529	3,594.06	3,594.06	22,000.00	16.3%	18,406
43205 City Clean Up Day	3,705	1,525	8,909	0.00	0.00	0.00		0
43207 Garbage/Refuse Removal	0	371	602	31.51	31.51	0.00		(32)
<b>Total 43200 Sanitation</b>	<b>28,302</b>	<b>27,958</b>	<b>32,041</b>	<b>3,625.57</b>	<b>3,625.57</b>	<b>22,000.00</b>	<b>16.5%</b>	<b>18,374</b>
<b>43300 Water Facilities</b>								
43305 Water Main Repairs	0	0	0	0.00	0.00	0.00		0
<b>Total 43300 Water Facilities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0</b>
<b>Total 43000 Public Works</b>	<b>161,081</b>	<b>84,464</b>	<b>108,081</b>	<b>19,595.84</b>	<b>19,595.84</b>	<b>86,200.00</b>	<b>22.7%</b>	<b>66,604</b>
<b>45000 Parks &amp; Rec</b>								
45100 Park Wages & Benefits	3,684	4,727	10,638	0.00	0.00	9,000.00	0.0%	9,000
45103 Mowing & Lawn Maint	16,668	15,225	17,756	0.00	0.00	18,000.00	0.0%	18,000
45105 Park Mnt, Supplies & Util	25,175	8,230	9,219	1,603.52	1,603.52	10,000.00	16.0%	8,396
45110 Bluffland Maintenance	10,572	0	3,000	0.00	0.00	0.00		0
45200 Park Imp - General	658	3,599	1,000	0.00	0.00	0.00		0
<b>Total 45000 Parks &amp; Rec</b>	<b>56,757</b>	<b>31,781</b>	<b>41,613</b>	<b>1,603.52</b>	<b>1,603.52</b>	<b>37,000.00</b>	<b>4.3%</b>	<b>35,396</b>
<b>46500 Econ Dev</b>								
46505 Water Mgmt Org	0	10,371	5,194	2,597.13	2,597.13	6,000.00	43.3%	3,403
46510 Codification	0	0	5,000	0.00	0.00	0.00		0
46525 Easement & Land Acq	0	0	501	0.00	0.00	0.00		0
46530 City Dev - Heritage Day	570	368	910	0.00	0.00	600.00	0.0%	600
<b>Total 46500 Econ Dev</b>	<b>570</b>	<b>10,738</b>	<b>11,605</b>	<b>2,597.13</b>	<b>2,597.13</b>	<b>6,600.00</b>	<b>39.4%</b>	<b>4,003</b>

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<b>49000 Miscellaneous</b>								
49240 Insurance - Prop & Liab	0	6,866	6,587	6,878.00	6,878.00	7,500.00	91.7%	622
49250 Insurance - Workers Comp	0	824	761	1,239.00	1,239.00	1,250.00	99.1%	11
<b>Total 49000 Miscellaneous</b>	<b>0</b>	<b>7,690</b>	<b>7,348</b>	<b>8,117.00</b>	<b>8,117.00</b>	<b>8,750.00</b>	<b>92.8%</b>	<b>633</b>
<b>49300 Oth Financing Uses/Trfs</b>								
49305 Trf to Street Imp Fd (LGA)	0	147,995	81,665	0.00	0.00	82,123.00	0.0%	82,123
49306 Trf to Street Imp Fd (SCA)	0	13,858	13,431	0.00	0.00	13,858.00	0.0%	13,858
49307 Trf to Pettitt Park Fd	0	775	4,500	0.00	0.00	1,000.00	0.0%	1,000
49309 Trf to Playground Fd	0	0	0	0.00	0.00	5,000.00	0.0%	5,000
49310 Trf to Bluffland Fd	0	3,000	0	0.00	0.00	3,000.00	0.0%	3,000
49315 Trf to Bldg & Land Fd 39315	0	0	0	0.00	0.00	5,000.00	0.0%	5,000
49319 Trf to Street Imp Fd - Other 39319	0	24,000	0	0.00	0.00	15,000.00	0.0%	15,000
49320 Trf to LT Imp Fd - Water Main	0	0	0	0.00	0.00	10,000.00	0.0%	10,000
49320 Trf to LT Imp Fd - Veg Mgmt 5802	0	0	0	0.00	0.00	5,000.00	0.0%	5,000
49320 Trf to LT Imp Fd - Parks Genl 5802	0	0	0	0.00	0.00	1,000.00	0.0%	1,000
49320 Trf to LT Imp Fd - Vehicles 58024	0	0	0	0.00	0.00	4,000.00	0.0%	4,000
49320 Trf to LT Imp Fd - Office Equip 580	0	0	0	0.00	0.00	250.00	0.0%	250
49320 Trf to LT Imp Fd - City Hall Imp 580	0	0	0	0.00	0.00	7,000.00	0.0%	7,000
49320 Trf to LT Imp Fd - Comp Plan 5802	0	0	0	0.00	0.00	4,000.00	0.0%	4,000
49320 Trf to LT Imp Fd - Snow Ice Reserv	0	0	0	0.00	0.00	1,000.00	0.0%	1,000
49320 Trf to LT Imp Fd - Clean Up Day 58	0	0	0	0.00	0.00	8,000.00	0.0%	8,000
49320 Trf to LT Imp Fd - Codification 580	0	0	0	0.00	0.00	1,000.00	0.0%	1,000
49320 Trf to LT Imp Fd - ROW 58033	0	0	0	0.00	0.00	5,000.00	0.0%	5,000
49320 Trf to LT Imp Fd - Tree Prog 58034	0	0	0	0.00	0.00	500.00	0.0%	500
49320 Trf to LT Imp Fd - Audit Legal 5803	0	0	0	0.00	0.00	500.00	0.0%	500
49320 Trf to LT Imp Fd - MN UI 58036	0	0	0	0.00	0.00	500.00	0.0%	500
49320 Trf to LT Imp Fd (Various)	0	39,700	15,000	0.00	0.00	0.00	0.0%	0
<b>Total 49300 Oth Financing Uses/Trfs</b>	<b>0</b>	<b>229,328</b>	<b>114,596</b>	<b>0.00</b>	<b>0.00</b>	<b>172,731.00</b>	<b>0.0%</b>	<b>172,731</b>
<b>Total General Fund Expense</b>	<b>607,774</b>	<b>743,637</b>	<b>709,536</b>	<b>93,278.05</b>	<b>93,278.05</b>	<b>709,023.00</b>	<b>13.2%</b>	<b>615,745</b>
<b>Total 101 General Fund</b>	<b>108,386</b>	<b>(32,864)</b>	<b>2,517</b>	<b>(86,949.23)</b>	<b>(86,949.23)</b>	<b>0.00</b>		<b>86,949</b>

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<b>250 Charitable Gaming Fd</b>								
31820 Charitable Gaming Rev	2,623	1,950	2,897	695.99	695.99	0.00		
36102 Investment Earnings	0	13	117	21.47	21.47	0.00		
45820 Charitable Gaming Exp	0	0	(3,000)	0.00	0.00	0.00		
<b>Total 250 Charitable Gaming Fd</b>	<b>2,623</b>	<b>1,962</b>	<b>13</b>	<b>717.46</b>	<b>717.46</b>	<b>0.00</b>		
<b>402 Street Imp Fd</b>								
36103 Investment Earnings	0	609	5,389	381.46	381.46	0.00		
39305 Trf fr Gen'l Fd (LGA)	0	147,995	81,665	0.00	0.00	82,123.00	0.0%	
39306 Trf fr Gen'l Fd (SCA)	0	13,858	13,431	0.00	0.00	13,858.00	0.0%	
39310 Trf fr Gen'l Fd (Other)	0	24,000	15,000	0.00	0.00	15,000.00	0.0%	
43407 Engineering - Street Imp	0	(4,289)	(64,133)	(468.85)	(468.85)	0.00		
43415 Street Improvements	0	0	(248,410)	0.00	0.00	0.00		
<b>Total 402 Street Imp Fd</b>	<b>0</b>	<b>182,173</b>	<b>(197,057)</b>	<b>(87.39)</b>	<b>(87.39)</b>	<b>110,981.00</b>	<b>-0.1%</b>	
<b>404 Pettit Park Imp Fd</b>								
34810 Pettit Park Banner Fees	0	950	1,550	500.00	500.00	0.00		
34811 Pettitt Park Rental Fees	0	0	0	0.00	0.00	0.00		
36104 Investment Earnings	0	4	50	0.59	0.59	0.00		
36836 Grants & Donations	0	0	2,136	0.00	0.00	0.00		
39307 Trf fr Genl (Pettit Park)	0	775	4,500	0.00	0.00	1,000.00	0.0%	
45810 Pettit Park Imp	0	0	(9,489)	0.00	0.00	0.00		
<b>Total 404 Pettit Park Imp Fd</b>	<b>0</b>	<b>1,729</b>	<b>(1,254)</b>	<b>500.59</b>	<b>500.59</b>	<b>1,000.00</b>	<b>50.1%</b>	
<b>405 Playground Imp Fd</b>								
33270 Local Grants - Playground	4,848	0	0	0.00	0.00	0.00		
36105 Investment Earnings	0	12	144	95.21	95.21	5,000.00	1.9%	
36835 Donations - Playground Imp	0	580	6,250	0.00	0.00	0.00		
39309 Trf fr Genl (Playground)	0	0	12,000	0.00	0.00	0.00		
39329 Trf fr Charitable (Playground)	0	0	3,000	0.00	0.00	0.00		
45815 Playground Improvements	0	0	0	(20,204.44)	(20,204.44)	0.00		
<b>Total 405 Playground Imp Fd</b>	<b>4,848</b>	<b>592</b>	<b>21,394</b>	<b>(20,109.23)</b>	<b>(20,109.23)</b>	<b>5,000.00</b>	<b>-402.2%</b>	

City of Lake St Croix Beach  
Statement of Operations  
January and February 2019

Fund and Account Numbers/Description	2016 Full Year Actual	2017 Full Year Actual	2018 Full Year Actual	2019 Actual		2019 Annual Budget	YTD % Annual Budget	Remaining Budget
				Current Month	Year to Date			
<b>410 Bluffland</b>								
33265 Grant - SCRA Shoreline Stabilization	0	26,963	0	0.00	0.00	0.00		
36106 Investment Earnings	0	142	1,127	250.07	250.07	0.00		
43805 Bluff Maint, Suppl & Util	0	3,000	2,444	0.00	0.00	3,000.00	0.0%	
43807 Eng'g - Bluffland/Levee	0	0	0	(578.02)	(578.02)	0.00		
43815 SCRA Shoreline Stabil Proj	0	(3,100)	0	0.00	0.00	0.00		
<b>Total 410 Bluffland</b>	<b>0</b>	<b>27,005</b>	<b>3,571</b>	<b>(327.95)</b>	<b>(327.95)</b>	<b>3,000.00</b>	<b>-10.9%</b>	
<b>415 Bldg &amp; Land Fd</b>								
36107 Investment Earnings	0	72	342	1.18	1.18	0.00		
39315 Trf fr Genl (Bldg & Land)	0	0	0	0.00	0.00	5,000.00	0.0%	
41709 City Hall Imp	0	0	(32,588)	0.00	0.00	0.00		
41790 Other Bldg & Land Exp	0	0	0	0.00	0.00	0.00		
<b>Total 415 Bldg &amp; Land</b>	<b>0</b>	<b>72</b>	<b>(32,245)</b>	<b>1.18</b>	<b>1.18</b>	<b>5,000.00</b>	<b>0.0%</b>	
<b>450 LT Imp Fd</b>								
36108 Investment Earnings	0	3	487	116.93	116.93	0.00		
58021 Water Main Repairs	0	10,000	10,000	0.00	0.00	10,000.00	0.0%	
58022 Vegetative Management	0	0	5,000	0.00	0.00	5,000.00	0.0%	
58023 Park Imp - General	0	1,500	(125)	0.00	0.00	1,000.00	0.0%	
58024 Vehicle Replacement	0	0	0	0.00	0.00	4,000.00	0.0%	
58025 Office Equipment	0	0	0	0.00	0.00	250.00	0.0%	
58026 City Hall Imp	0	4,400	(4,084)	0.00	0.00	7,000.00	0.0%	
58027 Comprehensive Plan	0	2,973	(7,602)	0.00	0.00	4,000.00	0.0%	
58028 Snow & Ice Reserve	0	0	0	0.00	0.00	1,000.00	0.0%	
58029 Clean Up Day Reserve	0	0	0	0.00	0.00	8,000.00	0.0%	
58032 Codification	0	5,000	1,756	0.00	0.00	1,000.00	0.0%	
58033 Right of Way Maint	0	10,000	(366)	0.00	0.00	5,000.00	0.0%	
58034 Tree Program (Park Land)	0	3,800	3,175	(100.00)	(100.00)	500.00	-20.0%	
58035 Audit & Legal Reserve	0	0	0	(360.00)	(360.00)	500.00	-72.0%	
58036 MN UI Reserve	0	0	0	0.00	0.00	0.00		
<b>Total 450 LT Imp Fd</b>	<b>0</b>	<b>37,676</b>	<b>8,242</b>	<b>(343.07)</b>	<b>(343.07)</b>	<b>47,250.00</b>	<b>-0.7%</b>	
<b>TOTAL</b>	<b>115,857</b>	<b>218,345</b>	<b>(194,819)</b>	<b>(106,597.64)</b>	<b>(106,597.64)</b>			

*City of Lake St Croix Beach  
 Claims to be Approved  
 February 26, 2019  
 through March 18, 2019*

<b>Checks Numbered</b>		<b>Description</b>	<b>Amount</b>
<b>From</b>	<b>To</b>		
	17979, 17981 & 17982	USPS Newsletter Postage (Ck#17981 is Void)	\$358.23
18302	18304	Various Vendors: 2018 Audit	\$4,970.00
18305		LMCIT: Municipal Property and Liability Annual Premium	\$6,878.00
18306		LMCIT: Workers Comp Annual Premium	\$1,239.00
18307	18311	Vendor Bills: Significant by Size or Nature	\$11,152.40
18312	18314	Vendor Bills: Routine	\$418.11
18315	18319	Staff and Council Pay and Staff Benefits	\$1,458.07
201902028	201902033	EFT/DD: '02/28/19 Staff Payroll, PERA, Payroll Taxes	\$6,970.36
201903001	201903009	EFT/DD: Copier Lease, Phone & Utilities	\$1,647.01
201903010		US Bank Community Credit Card: (Statement attached)	\$313.94
201903011	201903019	EFT/DD: 3/15/19 Staff and Council Payroll, PERA	\$4,559.68
<b>Total Claims to Be Approved</b>			<b><u>\$39,964.80</u></b>

<p><b>Checks:</b> 17979 &amp; 17982 (17981 is Void) + (18302 to 18319)</p> <p><b>EFT/Direct Deposits:</b> (201902028 to 201902033) + (201903001 to 201903019)</p>
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 Submitted by Thomas H. Niedzwiecki, Treasurer

03/11/19

**City of Lake St Croix Beach**  
**Claims to be Approved thru CC Mtg Date**  
 February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
Bill Pmt -Che...	02/26/2019	17979	USPS	Permit Acct #1388844		
Bill	02/26/2019	013119		Newsletter for Feb 2019	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41355 Newsletter	-182.72
TOTAL						-182.72
Bill Pmt -Che...	02/28/2019	17981	USPS	VOID: Permit Acct #1388844		
TOTAL						0.00
Bill Pmt -Che...	02/28/2019	17982	USPS	Permit Acct #1388844		
Bill	02/28/2019	Flood Edition 2019		Special Flood Edition of Newsletter	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41355 Newsletter	-175.51
TOTAL						-175.51
Bill Pmt -Che...	03/18/2019	18302	Bennington, Martha	1099 Vendor		
Bill	02/28/2019	Audit Report 2018		Word Processing 2018 Audit Report	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41310 Financial Audit	-400.00
TOTAL						-400.00
Bill Pmt -Che...	03/18/2019	18303	Michael Pofahl, CPA			
Bill	02/28/2019	2018Audit		2018 Audit Services	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41310 Financial Audit	-3,400.00
TOTAL						-3,400.00
Bill Pmt -Che...	03/18/2019	18304	Niedzwiecki, Thomas H	Treasurer Services		
Bill	02/27/2019	Audit2018		2018 Audit Assistance 2018 Audit copies	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41310 Financial Audit 101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41250 Other/Miscellan...	-1,140.00 -30.00
TOTAL						-1,170.00
Bill Pmt -Che...	03/18/2019	18305	LMCIT (Insurance)	Acct No. 10003349		
Bill	02/28/2019	3/7/19 Renewal		Municipal Liability 3/7/19 to 3/7/120 Municipal Property 3/7/19 to 3/7/120 Municipal Excess Liability 3/7/19 to 3/7/120 Municipal Auto Liability 3/7/19 to 3/7/120 Bond \$50,000 3/7/19 to 3/7/120 Equipment Breakdown 3/7/19 to 3/7/120 Mobile Property 3/7/19 to 3/7/120	101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab 101 Gen'l Fd:2 Exp:49000 Miscellaneous:49240 Insurance - Prop & Liab	-2,149.00 -3,040.00 -855.00 -75.00 -146.00 -400.00 -213.00
TOTAL						-6,878.00
Bill Pmt -Che...	03/18/2019	18306	LMCIT (Workers Comp)	Acct No. 10003256		
Bill	02/28/2019	3/1/19 WC Renewal		Workers Comp 3/1/19 to 3/1/20	101 Gen'l Fd:2 Exp:49000 Miscellaneous:49250 Workers Comp	-1,239.00
TOTAL						-1,239.00
Bill Pmt -Che...	03/18/2019	18307	Eckberg Lammers			
Bill	02/28/2019	14230		General Meetings	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41330 Legal Services 101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41330 Legal Services	-280.50 -247.50

03/11/19

**City of Lake St Croix Beach  
Claims to be Approved thru CC Mtg Date**

February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
TOTAL						-528.00
Bill Pmt -Che...	03/18/2019	18308	Niedzwiecki, Thomas H	Treasurer Services		
Bill	02/27/2019	Add2019		Addl services re budget, finance, personnel and Treasur...	450 LT Imp Fd:58035 Audit & Legal Reserve	-360.00
TOTAL						-360.00
Bill Pmt -Che...	03/18/2019	18309	Niedzwiecki, Thomas H	Treasurer Services		
Bill	02/28/2019	022819		Treasurer Services	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41220 Treasurer/Accou...	-1,700.00
				Monthly charge for Quickbooks Pro software including Pa...	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41230 Payroll Service	-30.00
				Mailing envelopes, copies of invoices, misc postage, offic...	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41250 Other/Miscellan...	-15.00
TOTAL						-1,745.00
Bill Pmt -Che...	03/18/2019	18310	SEH	Cust# 1383		
Bill	02/28/2019	364064		2018 Street Improvement Project	402 Street Imp Fd:43407 Engineering - Street Imp	-183.30
				CC Meeting	101 Gen'l Fd:2 Exp:43000 Public Works:43100 Streets:43107 Engineering Services	-387.67
				Levee Project	101 Gen'l Fd:2 Exp:42000 Public Safety:42150 Erosion & Flood Control	-380.70
				Capital Improvement Planning	402 Street Imp Fd:43407 Engineering - Street Imp	-285.55
				Quinlan Ave/Upper 12th Street Drainage issue	101 Gen'l Fd:2 Exp:43000 Public Works:43100 Streets:43107 Engineering Services	-814.16
				Bluff Stabilization Project	410 Bluffland:43807 Eng'g - Bluffland/Levee	-578.02
TOTAL						-2,629.40
Bill Pmt -Che...	03/18/2019	18311	Tri-County (Snow Ice)			
Bill	02/28/2019	585		Snow and ice plow 2/10/19 to 2/27/19	101 Gen'l Fd:2 Exp:43000 Public Works:43100 Streets:43105 Snow & Ice Removal	-5,890.00
TOTAL						-5,890.00
Bill Pmt -Che...	03/18/2019	18312	Menards			
Bill	02/28/2019	93865		KL supplies	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-29.12
Bill	02/28/2019	94426		DE supplies	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-20.79
TOTAL						-49.91
Bill Pmt -Che...	03/18/2019	18313	Quill Corporation	Acct No. C6055912		
Bill	02/28/2019	5261333		Office Supplies	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41335 Office Equip & Sup...	-361.20
TOTAL						-361.20
Bill Pmt -Che...	03/18/2019	18314	River Valley Printing			
Bill	02/28/2019	6474		March Newsletter	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41355 Newsletter	-728.00
TOTAL						-728.00
Paycheck	03/15/2019	18315	Ludwig, Peter J			
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-125.00
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-7.75
						7.75
						7.75
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-1.81

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03/11/19

**City of Lake St Croix Beach**  
**Claims to be Approved thru CC Mtg Date**  
 February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
TOTAL						1.81 1.81 <hr/> -115.44
Paycheck	03/15/2019	18316	McCarthy, Thomas G			
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-150.00
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	7.50
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-7.50
						7.50
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-2.18
						2.18
						<hr/> 2.18
TOTAL						-140.32
Paycheck	03/15/2019	18317	Raven, Leona A			
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-125.00
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-7.75
						7.75
						7.75
					101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-1.81
						1.81
						<hr/> 1.81
TOTAL						-115.44
Liability Check	03/18/2019	18318	MN PEIP - C/O MMB Fiscal Ser...	163036		
				163036		-39.82
				163036		-750.00
TOTAL						<hr/> -789.82
Bill Pmt -Che...	03/18/2019	18319	Madison National Life Insuran...	Acct No. 1038445		
Bill	03/18/2019	LTD STD 040119		LTD Dave Engstrom	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-162.90
				STD Dave Engstrom	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-17.50
				LTD Kathy Laur	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-101.52
				STD Kathy Laur	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-15.13
TOTAL						<hr/> -297.05
Paycheck	02/28/2019	201902028	Engstrom, Dorcey David	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-2,500.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	162.50
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-187.50
				Direct Deposit		187.50
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	79.64
				Direct Deposit		-34.80
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-710.18
				Direct Deposit		710.18
				Direct Deposit		154.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-150.06
				Direct Deposit		150.06
				Direct Deposit		150.06
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-35.10
				Direct Deposit		35.10
				Direct Deposit		35.10

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03/11/19

**City of Lake St Croix Beach**  
**Claims to be Approved thru CC Mtg Date**  
 February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
				Direct Deposit		82.00
				Direct Deposit		1,871.50
TOTAL						0.00
Paycheck	02/28/2019	201902029	Laur, Kathy A	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-1,682.51
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-126.19
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	126.19
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	109.36
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-750.00
				Direct Deposit		-61.94
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	93.00
				Direct Deposit		-104.32
				Direct Deposit		104.32
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	104.32
				Direct Deposit		-24.40
				Direct Deposit		24.40
				Direct Deposit		24.40
				Direct Deposit		55.00
TOTAL						2,108.37
						0.00
Liability Check	02/27/2019	201902030	QuickBooks Payroll Service	Created by Payroll Service on 02/19/2019		
			QuickBooks Payroll Service	Fee for 2 direct deposit(s) at \$1.75 each Created by Payroll Service on 02/19/2019	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41303 Banking Fees & Ch...	-3.50
TOTAL						-3,979.87
						-3,983.37
Liability Check	02/28/2019	201902031	PERA (Staff)	571500		
				571500		
				571500		
TOTAL						-271.86
						-313.69
						-585.55
Liability Check	02/28/2019	201902032	IRS (Form 941 Payroll Taxes)	41-6008939		
				41-6008939		
				41-6008939		
				41-6008939		
				41-6008939		
TOTAL						-607.00
						-144.89
						-144.89
						-586.83
						-586.83
						-2,070.44
Liability Check	02/28/2019	201902033	MN Dept of Revenue	9008030		
				9008030		
TOTAL						-331.00
						-331.00
Bill Pmt -Che...	02/28/2019	201903001	Comcast (EFT) 8772105	Account # 8772 10 570 0012269		
Bill	02/28/2019	022819		Business Cable and Voice Acct 8772 10 570 0012269	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41340 Comm Equip & Ser...	-240.28
TOTAL						-240.28

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03/11/19

**City of Lake St Croix Beach**  
**Claims to be Approved thru CC Mtg Date**  
 February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
Bill Pmt -Che...	02/28/2019	201903002	CP Energy 7711653 (EFT)	7711653-1		
Bill	02/28/2019	022819		16455 20th St S	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-15.07
TOTAL						-15.07
Bill Pmt -Che...	02/28/2019	201903003	CP Energy 7711657 (EFT)	7711657-2		
Bill	02/28/2019	022819		16455 20th St S M20011255582	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-102.61
TOTAL						-102.61
Bill Pmt -Che...	02/28/2019	201903004	CP Energy 7711658 (EFT)	7711653-1		
Bill	02/28/2019	022819		16455 20th St S M20011231614	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-104.15
TOTAL						-104.15
Bill Pmt -Che...	02/28/2019	201903005	Xcel Energy 4267 (EFT)	Acct No. 51-5580426-7		
Bill	02/28/2019	022819		Street Lighting: Installs 163992, 163991, 223803, 223802	101 Gen'l Fd:2 Exp:43000 Public Works:43100 Streets:43111 Street Lighting	-704.88
TOTAL						-704.88
Bill Pmt -Che...	02/28/2019	201903006	Xcel Energy 5536 (EFT)	Acct No. 51-6544553-6		
Bill	02/28/2019	022819		Beach 16763 20th St S Premises 302451496 Meter 8643...	101 Gen'l Fd:2 Exp:45000 Parks & Rec:45105 Park Mnt, Supplies & Util	-55.39
TOTAL						-55.39
Bill Pmt -Che...	02/28/2019	201903007	Xcel Energy 5987 (EFT)	51-0011704598-7		
Bill	02/28/2019	022819		Premises 303281737 16455 20th St S Meter 3471735	101 Gen'l Fd:2 Exp:41000 Genl Govt:41500 City Bldgs & Plant:41507 City Hall Maint ...	-400.42
TOTAL						-400.42
Bill Pmt -Che...	02/28/2019	201903008	Xcel Energy 6284 (EFT)	51-0011704628-4		
Bill	02/28/2019	022819		Premise 303864763 1910 Riviera Ave S Meter 89456453	101 Gen'l Fd:2 Exp:45000 Parks & Rec:45105 Park Mnt, Supplies & Util	-12.09
TOTAL						-12.09
Bill Pmt -Che...	02/28/2019	201903009	Xcel Energy 8596 (EFT)	Acct No. 51-0011291859-6		
Bill	02/28/2019	022819		Rectifier Stat: 2039 Riviera Av S: Meter 79637242 Premi...	101 Gen'l Fd:2 Exp:45000 Parks & Rec:45105 Park Mnt, Supplies & Util	-12.12
TOTAL						-12.12
Bill Pmt -Che...	03/18/2019	201903010	US Bank Credit Card (EFT)	5592 8400 0100 1942		
Bill	02/28/2019	020219 030119		DE Lic Plate DE Pioneer Press DE; Dawn Bulera SPACE Conference (reimbursed by Da... KL Dave Witzel Tree Course KL ECM Stillwater Gazette Subscription 1 year	101 Gen'l Fd:2 Exp:45000 Parks & Rec:45105 Park Mnt, Supplies & Util 101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41320 Printing & Publishing 101 Gen'l Fd:1 Rev:37000 All Oth Rev:37020 Reimbursements 450 LT imp Fd:58034 Tree Program 101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41350 Dues & Subscriptio...	-18.95 -2.99 -150.00 -100.00 -42.00
TOTAL						-313.94

Cl6

03/11/19

**City of Lake St Croix Beach  
Claims to be Approved thru CC Mtg Date**

February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
Paycheck	03/15/2019	201903011	Armstrong, Jeremy P	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-125.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-6.25
				Direct Deposit		6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-1.81
				Direct Deposit		1.81
				Direct Deposit		1.81
				Direct Deposit		116.94
				TOTAL		
Paycheck	03/15/2019	201903012	Bluesky, Noah	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-125.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-6.25
				Direct Deposit		6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-1.81
				Direct Deposit		1.81
				Direct Deposit		1.81
				Direct Deposit		116.94
				TOTAL		
Paycheck	03/15/2019	201903013	Bulera, Dawn M	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-125.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-6.25
				Direct Deposit		6.25
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41100 Mayor & Council:41110 Wages & Benefits	-1.81
				Direct Deposit		1.81
				Direct Deposit		1.81
				Direct Deposit		116.94
				TOTAL		
Paycheck	03/15/2019	201903014	Engstrom, Dorcey David	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-2,500.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	162.50
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-187.50
				Direct Deposit		187.50
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	39.82
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-750.00
				Direct Deposit		750.00
				Direct Deposit		159.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-152.53
				Direct Deposit		152.53
				Direct Deposit		152.53
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41210 Clerk/City Admin...	-35.67
				Direct Deposit		35.67
				Direct Deposit		35.67
				Direct Deposit		84.00
				Direct Deposit		1,866.48
TOTAL						0.00
Liability Check	03/14/2019	201903015	QuickBooks Payroll Service	Created by Payroll Service on 03/10/2019		

C7

03/11/19

**City of Lake St Croix Beach**  
**Claims to be Approved thru CC Mtg Date**

February 26 through March 18, 2019

Type	Date	Num	Name	Memo	Class	Paid Amount
			QuickBooks Payroll Service	Fee for 4 direct deposit(s) at \$1.75 each Created by Payroll Service on 03/10/2019	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41303 Banking Fees & Ch...	-7.00
TOTAL						-2,217.30
						-2,224.30
Paycheck	03/15/2019	201903016	Laur, Kathy A	Direct Deposit		
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-2,158.37
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-161.88
				Direct Deposit		161.88
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	140.29
				Direct Deposit		146.00
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-133.82
				Direct Deposit		133.82
				Direct Deposit		133.82
				Direct Deposit	101 Gen'l Fd:2 Exp:41000 Genl Govt:41200 Admin & Finance:41215 Deputy Clerk	-31.30
				Direct Deposit		31.30
				Direct Deposit		31.30
				Direct Deposit		78.00
				Direct Deposit		1,628.96
TOTAL						0.00
Liability Check	03/14/2019	201903017	QuickBooks Payroll Service	Created by Payroll Service on 03/11/2019		
			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each Created by Payroll Service on 03/11/2019	101 Gen'l Fd:2 Exp:41000 Genl Govt:41300 Oth Genl Govt:41303 Banking Fees & Ch...	-1.75
TOTAL						-1,628.96
						-1,630.71
Liability Check	03/15/2019	201903018	PERA (Council)	571500		
				571500		-26.25
				571500		-26.25
TOTAL						-52.50
Liability Check	03/15/2019	201903019	PERA (Staff)	571500		
				571500		-302.79
				571500		-349.38
TOTAL						-652.17

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March 2019 Statement 02/02/2019 - 03/01/2019  
 CITY OF LAKE ST CROIX (CPN 001588184)

Cardmember Service

1-866-485-4545

Page 2 of 3

C10



**Cash Rewards Summary**

Rewards Available Last Statement	\$211.01
Redemption Activity	\$0.00
<b>Reward Dollars Earned</b>	<b>This Statement</b>
Triple Rewards For Cellular Purchases	\$0.00
Triple Rewards For Gas Purchases	\$0.00
Triple Rewards For Office Supplies	\$0.00
Rewards for all other purchases	\$0.00
Cash Rewards	\$3.14
<b>Total Earned</b>	<b>\$3.14</b>
<b>Total Reward Dollars Available</b>	<b>\$214.15</b>

**Total Reward Dollars Available**      **\$3.14**  
**\$214.15**

**To Redeem:**  
 Login at [usbank.com](http://usbank.com)  
 or call 1-866-485-4545

**Redemption Options:**  
 U.S. Bank Rewards Card  
 Statement Credit  
 Direct Deposit to U.S. Bank  
 Checking  
 Savings  
 Money Market

**Important Messages**

**Paying Interest:** You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Your payment of \$313.94 will be automatically deducted from your bank account on 03/25/2019. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

**Transactions**      ENGSTROM/DORCEY D      **Credit Limit \$5,000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			<b>Purchases and Other Debits</b>		
02/11	02/08	5460	INFOPAYCOM 8003099351 800-309-9351 MA-LIC PAID	\$18.95	DE
02/19	02/15	9315	PIONEER PRESS CIRC 651777377 MN #1328 PIONEER PRESS	\$2.99	DE
02/25	02/23	4664	ST PAUL AREA CHAMBER O 651-233-5000 MN --	\$150.00	DE
			<b>Total for Account 5592 8400 0104 4652</b>	<b>376.90</b>	<b>\$171.94</b>

**Transactions**      LAUR/KATHY      **Credit Limit \$5,000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			<b>Purchases and Other Debits</b>		
02/15	02/14	8468	U OF M CONTLARNING 8442280568 MN Dave Wittel	\$100.00	KE
02/19	02/15	2634	ECM SUBSCRIPTIONS 763-7122494 MN SHILWADE	\$42.00	KE
			<b>Total for Account 5592 8400 0104 8083</b>	<b>142.00</b>	<b>\$1350</b>

gas \$5.60  
 free course  
 gas \$42.00  
 gas \$142.00  
 subscription for 1 yr.

**TREASURER AGREEMENT**

**THIS TREASURER AGREEMENT** (“Agreement”) is entered into this 18th day of March, 2019, by and between the **City of Lake St. Croix Beach**, a Minnesota municipal corporation (“City”) and **Thomas H. Niedzwiecki** (“Treasurer”).

**RECITALS**

**WHEREAS**, City desires to retain the services of an Treasurer to perform certain duties as determined by the City Council, and

**WHEREAS**, the Treasurer is qualified and willing to accept and perform the responsibilities as Treasurer subject to the terms of this Agreement.

**NOW, THEREFORE**, City and Treasurer agree as follows:

**AGREEMENT**

1. **General.** Upon the terms and conditions set forth in this Agreement, City hereby contracts with the Treasurer to perform certain duties to be mutually agreed upon by the Treasurer and the City Council.
2. **Term of Agreement.** The term of this Agreement shall be for the three month period beginning 4/1/2019 and ending 6/30/2019, and may be terminated by either the City or Treasurer as provided in Paragraph 3. The Agreement may be renewed for an additional term by Agreement of the City and the Treasurer.
3. **Termination of Agreement.** This Agreement may be terminated at any time upon the mutual Agreement of the City and the Treasurer. This Agreement may be terminated by the City for any reason by providing a 30 day advance written notice to the Treasurer. This Agreement may be terminated by the Treasurer for any reason by providing a 30 day advance written notice to the City.
4. **Duties.** The duties of the Treasurer shall include preparation of monthly financial reports for all Funds, Claims to be Approved, monthly escrow and permit fee accounting and reports, monthly, quarterly and annual payroll taxes, benefit plan reporting, building permit accounting and reports, on-call for accounting questions, annual budget and levy including the Street and Park Improvement Plan (s), deposit and processing of all monies received, processing of all invoices including assignment of account and fund classification and preparation of check and invoice packets in “signature and mail ready form”, mailing of checks, processing of monthly payroll for Staff, Council and other employees, internal control monitoring including review of physical checks for two signatures, cash flow management, fund transfers and monthly bank reconciliations.  
  
Treasurer will make available and provide to the City an electronic copy of the City’s books, accounts and financial records, to be updated on a monthly basis.

5. **Schedule.** The Treasurer's normal work schedule will be determined by the Treasurer following consultation with the Mayor, Council and City Clerk - Administrator. Treasurer attendance at City Council meetings is optional. Travel to and from Lake St. Croix Beach City Hall to pick up or return documents will not be counted as time worked.

6. **Compensation and Benefits.** In consideration of the performance of the duties required by this Agreement, the Treasurer will be paid a monthly rate of \$1,900 plus \$100 for attendance at meetings. Treasurer will provide his own computer hardware, software and other office equipment, however, charges for Quickbooks Accounting Software including Payroll Service, Payroll Forms, mailing envelopes, copies of invoices and postage will be billed based on expected usage and cost.

In the event of a power outage at the Treasurer's normal place of business, the City will facilitate temporary office space, internet service and use of general office equipment.

Additional time for services not covered in Paragraph 4 will be billed by the Treasurer to the City as negotiated or at \$65 per hour. The Treasurer shall provide a written record of all time spent on additional services.

The Treasurer's compensation shall not be subject to FICA, PERA, and Medicare deduction. The position of Treasurer is an Independent Contractor position, and shall not be eligible for cash overtime or compensatory time in lieu of overtime. In recognition of the fact that the Treasurer is an Independent Contractor, the Treasurer shall not be eligible nor shall he receive any fringe benefits from the City. Therefore, by way of example and without limitation, the Treasurer shall not be eligible for group insurance benefits, workers' compensation, paid holidays, vacation, sick leave, severance, or city retirement benefits.

7. **Indemnification.** The City shall defend and indemnify Treasurer pursuant to Minn. Stat. 466.07 and 467.76. In addition, the City shall defend, hold harmless, and indemnify Treasurer from all torts; civil damages; penalties and fines; violation of statutes, laws, rules, and ordinances, provided the Treasurer acts only in the good faith performance of the duties of the position. Treasurer will indemnify and hold City harmless from Treasurer's acts of negligence, recklessness or intentional misconduct.

**8. General provisions.**

a. All notices, requests and demands given to or made pursuant to this Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City:  
Honorable Mayor and City Council  
City of Lake St, Croix Beach  
16455 20<sup>th</sup> Street South  
Lake St. Croix Beach, MN 55043

To the Treasurer:  
Mr. Thomas H. Niedzwiecki  
14317 St. Croix Trail North  
Marine On St. Croix, MN 55047

b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supercedes any prior oral or written agreements between the parties. This Agreement can only be modified by written Agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of the Agreement, and cannot resolve their differences in good faith, the parties agree to request nonbinding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorney's fees, and the parties will split equally any other mediation fees.

c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF LAKE ST CROIX BEACH**

By: \_\_\_\_\_  
Tom McCarthy, Mayor

By: \_\_\_\_\_  
Dave Engstrom, City Clerk - Administrator

**TREASURER**

By: \_\_\_\_\_  
Thomas H. Niedzwiecki, Treasurer

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 Lake St Croix Beach 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://beanexst.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](mailto: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 Thomas Weidner, City Attorney, 1809 Northwestern Avenue, Suite 110, Stillwater, MN 55082, (651) 439-2878, 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: \_\_\_\_\_

## **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).)

## 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 Lake St Croix Beach 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 149910, 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](http://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, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation 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* 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](http://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(c) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

RESOLUTION NO. 2019-04

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF LAKE ST. CROIX BEACH ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Lake St. Croix Beach on behalf of its Prosecuting Attorney 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 Lake St. Croix Beach, 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 Lake St. Croix Beach on behalf of its Prosecuting Attorney are hereby approved.
2. That Tom Weidner, or his 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.

To assist the Authorized Representative with the administration of the agreement, Kathy Laur, is appointed as the Authorized Representative's designee.

3. That Tom McCarthy, the Mayor for the City of Lake St. Croix Beach and Kathy Laur the City Deputy Clerk/Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF LAKE ST. CROIX BEACH

\_\_\_\_\_  
By: Tom McCarthy  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Kathy Laur  
Its Deputy City Clerk/Administrator

9  
Mayor  
Repsol

Feb 15, 2019

Tom McCarthy, Mayor  
Dave Engstrom, City Clerk/Administrator

We are writing this letter on behalf of a small number of residents who came together to create easy and safe access to the St. Croix River at the intersection of Upper 20<sup>th</sup> St. and Riviera St.

Five families anonymously raised \$5,200 to pay in full for the replacement of a once sub-standard beach stairwell at this location.

Those who were involved in this effort acknowledge that this stairwell is a gift to the City and its River Front Park to be used by anyone. The donors understand that they have no ownership in this structure and would be exempt from any liability that may arise from its use on public land.

Thank you to those from the City and other jurisdictions who helped facilitate and advise on this project.

Sincerely yours,

Five families who love Lake St. Croix Beach