CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
****WEDNESDAY****
March 2, 2016
7:00 pm
AGENDA

1. Call Meeting to Order – Mayor Kroll.
2. Pledge of Allegiance.
3. Consent Agenda
   - 3A. Minutes of the February 2, 2015 City Council meeting.
   - 3B. Agenda.
   - 3C. Bills Payable, Receipts and Treasurer's Report
   - 3D. Monthly Animal Report
   - 3E. 3.2 Liquor Licenses, St. Augusta Sports and Luxemburg Rec Club
4. Sheriff's Report
5. Building Inspector's Report – Steve Hagman.
6. Fire Department Issues
   - 6A. Monthly Fire Department Report
   - 6B. Replacement Ladder Quote
   - 6C. Mask Quote
   - 6D. Generator Repair Quote
   - 6E. Truck Replacement Report
   - 6F. Grant Writing Proposal
7. Open Forum -10 Minute Limit.
8. Janelle Kendall, Stearns County Attorney
9. Engineer's Report
   - 9A. SRTS Pay Request
10. MN Joint Powers Agreement, Court Data Services Agreement and Resolution #2016-05 Authorizing Signature of Agreement
11. Audit Proposals
12. Council Member Comments/Purview.
13. Clerk's Report
    - 13A. Stormwater Issue
    - 13B. Seal Coating
14. Adjourn

REMINDERS: Regular City Council Meeting, April 5, 2016
Board of Review and Equalization, Friday, May 6 9:30am
City Wide Clean Up Day, Saturday, May 21

CITY OF ST. AUGUSTA
CITY COUNCIL MEETING
****WEDNESDAY****
March 2, 2016
7:00 pm

Administrative Summary

Consent Agenda – items have been included in the packets except the animal report which I hope to get by Wednesday.

Sheriff's Report – I hope to also have this prior to the meeting on Wednesday.

Building Inspector's Report – included in the packets.

Fire Department Issues –

Monthly Fire Report – included in packets.

Replacement Ladder Quote – a quote has been included for a ladder that failed inspection.

Mask Quote – this has been included in the packet.

Generator Quote – the repair quote has been included in the packet. Mike will also discuss if he believes we may want to consider replacing this generator.

Truck Replacement Report – a report from the operations committee is included in the packet. Members will be in attendance to present and discuss.

Grant Writing Proposal – this is in conjunction with the truck replacement report. A proposal is included with the packets.

Janelle Kendall – Ms. Kendall will be in attendance to present her summary from 2015

Engineer's Report – Jon will present the next pay request for the Safe Routes to School project.

MN Joint Powers – these items were included in the packets.

Audit Proposal – we had our field work for the 2015 audit completed and it went well. The auditor is proposing extending our agreement with Teresa and my recommendation that we continue with them.

Clerk's Report

Stormwater Issue – there may be an issue with a new home and Bob asked I include on the agenda.

Seal Coating – Sauk Rapids is starting the process for this year and we need to determine our priority.

MINUTES OF THE CITY COUNCIL
ST. AUGUSTA, MINNESOTA
February 2, 2016

CALL TO ORDER: The meeting was called to order by Mayor Kroll at 7:00 PM with the Pledge of Allegiance.

PRESENT: Mayor Kroll; Council Members Diehl, Reinert, Zenzen and Schulzetenberg; Attorney Couri; Building Inspector Hageman and Clerk/Administrator McCabe.

OTHERS PRESENT: Fire Department Chief Mike Tabatt and Fire Department Assistant Chief Jerry Orth, Fire Department Representatives Ben Voigt and Darryl Stang, Sheriff's Lieutenant Jon Lentz and Kevin Olson.

CONSENT AGENDA: Mayor Kroll indicated he would move item 8 up to under the Sheriff's Report.

A motion was made to approve the consent agenda as amended items 3A – 3F, by Mr. Zenzen, second by Mr. Diehl. Motion carried unanimously.

The following items were approved with the consent agenda:

City Council Minutes, January 5, 2016.
City Council Agenda, February 2, 2016.
Bill Payable, Receipts and Treasurer's Report dated February 2, 2016 and for Checks #18491 -18571
January Animal Report
C. Blashack's attendance at Rural Water Conference
B. McCabe's attendance at MCFOA Conference

SHERIFF'S REPORT: Lt. Lentz was in attendance and presented the January sheriff's report. He indicated 45 hours were spent on the contract and nine citations were issued. He also reviewed the call types for the month and answered questions from the Council.

A motion was made to accept the Sheriff's report by Mr. Zenzen seconded by Mr. Diehl. Motion carried unanimously.

Mayor Kroll asked about his report of a white van. Nothing to report.

Mayor Kroll also inquired about enforcement of the speed signs by the school. Lt. Lentz indicated he would look into the specifics of the program.

HAYLOFT LIQUOR LICENSE: Kevin Olson, new owner of the Hayloft, was in attendance to apply for a liquor license. Mr. McCabe included in the updated packets a letter from the Stearns County Sheriff's Office in regards to Mr. Olson background check. Mr. McCabe suggested we approve the license and charge a pro-rated fee that allows this license to renew along with the other liquor licensed in July. Mr. Couri stated we issue to operator, not building owner.

A motion was made to approve the liquor license by Mr. Reinert, seconded by Mr. Zenzen. Motion carried unanimously.

Mr. Zenzen questioned what type of food would be served and also inquired about the charitable gambling. Mr. Olson indicated he was going to do chicken like the previous owner. He will stay away from charitable himself but will more than likely have pull tabs.

BUILDING INSPECTOR'S REPORT: Mr. Hageman was in attendance to present the January building inspector's report. He indicated five permits were issued during the month including one new single family dwelling. He reviewed valuations and answered questions from the Council.

A motion was made to approve the building inspector's report as presented by Mr. Zenzen, seconded by Mr. Diehl. Motion carried unanimously.

FIRE DEPARTMENT ISSUES: Chief Tabatt was in attendance and presented the December 2015 run report. He reviewed the calls and discussed the training that was done.

Chief Tabatt presented a quote for spanner belts. He explained they are to replace existing belts that are no longer OSHA approved.

A motion was made to approve the purchase of the spanner belts by Mr. Reinert, seconded by Mr. Diehl. Motion carried unanimously.

OPEN FORUM: No comments given.

RESOLUTION #2016-04, JOINT LEGISLATIVE PRIORITIES: Mr. McCabe presented the joint resolution and stated there isn't anything controversial in there. Mr. Reinert wondered about item number 2 and Mr. McCabe stated it was in response to Waite Park's current situation.

A motion was made to approve Resolution #2016-04 by Mr. Diehl, seconded by Ms. Schulzetenberg. Motion carried unanimously.

COUNCIL MEMBER PURVIEW: Ms. Schulzetenberg wondered about the status of the windows. Mr. McCabe indicated the door side lights were installed and we were still awaiting the windows.

CITY ADMINISTRATOR REPORT: Mr. McCabe indicated we have been in discussion with St. Cloud regarding 250th Street. They are still in the planning process and may know more next week. Mayor Kroll wondered if we don't do that, where would we focus our efforts this year. 53rd Avenue, Galaxy Road and Gaberdine Road were brought up as potential.

Mr. McCabe presented the section of the personnel policy related to sick and vacation time and asked for clarification. There was a discussion as to when the time is earned. Mr. Couri suggested we clarify what year January 1 is for new employees. He suggested an employee who started prior to July 1 is in year 2 as of Jan. 1. His second clarification is when you get your vacation, is it all given on January 1. The third clarification would be when can it be bought out.

Mayor Kroll also wants the personnel policy changed to reflect actual pay day.

Mr. McCabe stated audit will begin two weeks from today.

ADJOURMENT: **A motion was made to adjourn at 8:20 pm by Mr. Reinert seconded by Mr. Diehl. Meeting Adjourned.**

Approved this _____ day of March, 2016.

_____
BJ Kroll, Mayor

Attest:

_____
William R. McCabe, Clerk/Administrator

ST AUGUSTA, MN

*Receipt Book

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
9136	R 605-43160-3740	Electricity Sales	$7.84	2/11/2016	EU - Jan 16 rcpts	02 01 16 rct
9136	R 606-49450-3728	Sewer Replacement Fund	$16.90	2/11/2016	SRF - Jan 16 rcpts	02 01 16 rct
9136	R 602-49450-3720	Sewer Sales	$298.84	2/11/2016	sewer dept - Jan 16 rcpts	02 01 16 rct
9136	R 601-49400-3710	Water Sales	$241.98	2/11/2016	water dept - Jan 16 rcpts	02 01 16 rct
9137	R 101-41000-3225	Park Shelter Rental	$300.00	2/11/2016	general - Jean Szczech	02 02 16 rct
9137	R 101-41000-3103	Sales Tax	$10.70	2/11/2016	general - tax on shelter renta	02 02 16 rct
9138	R 101-41000-3340	Electric Permits	$36.00	2/11/2016	general - Bertam Electric	02 02 16 rct
9139	R 101-41000-3340	Electric Permits	$36.00	2/11/2016	general - Valley View Electric	02 02 16 rct
9140	R 606-49450-3728	Sewer Replacement Fund	$21.93	2/11/2016	SRF - Feb 16 rcpts	02 02 16 rct
9140	R 602-49450-3720	Sewer Sales	$1,042.98	2/11/2016	sewer dept - Feb 16 rcpts	02 02 16 rct
9140	R 605-43160-3740	Electricity Sales	$32.06	2/11/2016	EU - Feb 16 rcpts	02 02 16 rct
9140	R 601-49400-3130	General Sales and Use Tax	$8.56	2/11/2016	water dept - Feb 16 rcpts	02 02 16 rct
9140	R 601-49400-3710	Water Sales	$810.70	2/11/2016	water dept - Feb 16 rcpts	02 02 16 rct
9141	R 101-41000-3210	Business Licenses/Permits	$765.90	2/11/2016	general - Hayloft (1/3 year)	02 04 16 rct
9142	R 101-41000-3225	Park Shelter Rental	$125.00	2/11/2016	general - D. Heinen	02 04 16 rct
9142	R 101-41000-3103	Sales Tax	$5.35	2/11/2016	general - tax on shelter renta	02 04 16 rct
9143	R 101-41000-3225	Park Shelter Rental	$150.00	2/11/2016	general - J. Krupe	02 04 16 rct
9143	R 101-41000-3103	Sales Tax	$5.35	2/11/2016	general - tax on shelter renta	02 04 16 rct
9144	R 101-41000-3410	Assessment Search Fees	$10.00	2/11/2016	general - Heartland Title	02 04 16 rct
9145	R 101-41000-3340	Electric Permits	$71.00	2/11/2016	general - Faber Electric	02 04 16 rct
9146	R 602-49450-3720	Sewer Sales	$715.58	2/11/2016	sewer dept - Feb 16 rcpts	02 04 16 rct
9146	R 601-49400-3710	Water Sales	$585.56	2/11/2016	water dept - Feb 16 rcpts	02 04 16 rct
9146	R 601-49400-3130	General Sales and Use Tax	$6.48	2/11/2016	water dept - Feb 16 rcpts	02 04 16 rct
9146	R 605-43160-3740	Electricity Sales	$6.02	2/11/2016	EU - Feb 16 rcpts	02 04 16 rct
9146	R 606-49450-3728	Sewer Replacement Fund	$33.98	2/11/2016	SRF - Feb 16 rcpts	02 04 16 rct
9147	R 101-41000-3340	Gas Franchise Fee	$4,189.87	2/11/2016	general - Xcel Energy	02 05 16 rct
9148	R 601-49400-3710	Water Sales	$605.00	2/11/2016	water dept - Feb 16 rcpts	02 05 16 rct
9148	R 601-49400-3130	General Sales and Use Tax	$3.96	2/11/2016	water dept - Feb 16 rcpts	02 05 16 rct
9148	R 605-43160-3740	Electricity Sales	$11.94	2/11/2016	EU - Feb 16 rcpts	02 05 16 rct
9148	R 606-49450-3728	Sewer Replacement Fund	$27.70	2/11/2016	SRF - Feb 16 rcpts	02 05 16 rct
9148	R 602-49450-3720	Sewer Sales	$738.17	2/11/2016	sewer dept - Feb 16 rcpts	02 05 16 rct
9149	R 101-41000-3340	Electric Permits	$36.00	2/11/2016	general - Bertram Electric	02 08 16 rct
9150	R 101-41000-3620	Miscellaneous Revenues	$5.00	2/11/2016	general - Northern Adjusting Service	02 08 16 rct
9151	R 101-41000-3620	Miscellaneous Revenues	$5.00	2/11/2016	general - Progressive (fire report)	02 08 16 rct
9152	R 602-49450-3720	Sewer Sales	$1,941.99	2/11/2016	sewer dept - Feb 16 rcpts	02 08 16 rct
9152	R 601-49400-3710	Water Sales	$1,539.40	2/11/2016	water dept - Feb 16 rcpts	02 08 16 rct
9152	R 605-43160-3740	Electricity Sales	$52.73	2/11/2016	EU - Feb 16 rcpts	02 08 16 rct
9152	R 606-49450-3728	Sewer Replacement Fund	$79.45	2/11/2016	SRF - Feb 16 rcpts	02 08 16 rct
9153	R 101-41000-3620	Miscellaneous Revenues	$2,500.00	2/11/2016	general - fire dept pull tab donation	02 09 16 rct
9154	R 101-41000-3221	Building Permits	$50.50	2/11/2016	general - Fire Works Fireplace	02 09 16 rct
9155	R 601-49400-3710	Water Sales	$598.62	2/11/2016	water dept - Feb 16 rcpts	02 09 16 rct
9155	R 605-43160-3740	Electricity Sales	$12.15	2/11/2016	EU - Feb 16 rcpts	02 09 16 rct
9155	R 606-49450-3728	Sewer Replacement Fund	$35.72	2/11/2016	SRF - Feb 16 rcpts	02 09 16 rct
9155	R 602-49450-3720	Sewer Sales	$712.19	2/11/2016	sewer dept - Feb 16 rcpts	02 09 16 rct
9156	R 601-49400-3710	Water Sales	$1,342.14	2/17/2016	water dept - Feb 16 rcpts	02 11 16 rct
9156	R 601-49400-3130	General Sales and Use Tax	$7.52	2/17/2016	water dept - Feb 16 rcpts	02 11 16 rct
9156	R 605-43160-3740	Electricity Sales	$33.49	2/17/2016	EU - Feb 16 rcpts	02 11 16 rct
9156	R 606-49450-3728	Sewer Replacement Fund	$75.42	2/17/2016	SRF - Feb 16 rcpts	02 11 16 rct
9156	R 602-49450-3720	Sewer Sales	$1,671.61	2/17/2016	sewer dept - Feb 16 rcpts	02 11 16 rct
9157	R 101-41000-3225	Park Shelter Rental	$125.00	2/17/2016	general - M. Thielen	02 12 16 rct
9157	R 101-41000-3103	Sales Tax	$5.35	2/17/2016	general - tax on shelter renta	02 12 16 rct

ST AUGUSTA, MN

*Receipt Book

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
9158	R 101-41000-3340	Electric Permits	$36.00	2/17/2016	general - Birchwood Electric	02 12 16 rct
9159	R 601-49400-3710	Water Sales	$466.24	2/17/2016	water dept - Feb 16 rcpts	02 12 16 rct
9159	R 605-43160-3740	Electricity Sales	$11.79	2/17/2016	EU - Feb 16 rcpts	02 12 16 rct
9159	R 606-49450-3728	Sewer Replacement Fund	$26.08	2/17/2016	SRF - Feb 16 rcpts	02 12 16 rct
9159	R 602-49450-3720	Sewer Sales	$575.36	2/17/2016	sewer dept - Feb 16 rcpts	02 12 16 rct
9160	R 101-41000-3210	Business Licenses/Permits	$100.00	2/17/2016	general - Lux Rec Club	02 16 16 rct
9161	R 101-41000-3500	Fines and Forfeits	$701.60	2/16/2016	general - Jan 16 misdemeanors	02 16 misde
9162	R 450-41000-3340	Cable TV Franchise Fee	$596.10	2/17/2016	CIP - general, Midco	02 16 16 rct
9163	R 606-49450-3728	Sewer Replacement Fund	$163.10	2/17/2016	SRF - Feb 16 rcpts	02 16 16 rct
9163	R 605-43160-3740	Electricity Sales	$23.80	2/17/2016	EU - Feb 16 rcpts	02 16 16 rct
9163	R 601-49400-3130	General Sales and Use Tax	$104.16	2/17/2016	water dept - Feb 16 rcpts	02 16 16 rct
9163	R 601-49400-3710	Water Sales	$2,596.89	2/17/2016	water dept - Feb 16 rcpts	02 16 16 rct
9163	R 602-49450-3720	Sewer Sales	$3,658.14	2/17/2016	sewer dept - Feb 16 rcpts	02 16 16 rct
9164	R 101-42270-3620	Miscellaneous Revenues	$5.00	2/23/2016	general - fire report	02 17 16 rct
9165	R 101-41000-3225	Park Shelter Rental	$125.00	2/23/2016	general - R. Mitchell	02 17 16 rct
9165	R 101-41000-3103	Sales Tax	$5.35	2/23/2016	general - tax on shelter renta	02 17 16 rct
9166	R 101-41000-3221	Building Permits	$2,000.00	2/23/2016	general - Werschay Homes	02 17 16 rct
9166	R 603-43254-3710	Water Availbility Charges	$3,000.00	2/23/2016	WAC - Werschay Homes	02 17 16 rct
9166	R 603-43254-3720	Sewer Availability Charges	$3,000.00	2/23/2016	SAC - Werschay Homes	02 17 16 rct
9166	R 101-41000-3225	Right of Way Permits	$300.00	2/23/2016	general - Werschay Homes	02 17 16 rct
9166	R 601-49400-3710	Meter Sales	$217.00	2/23/2016	water dept - Werschay Homes	02 17 16 rct
9167	R 606-49450-3728	Sewer Replacement Fund	$56.87	2/23/2016	SRF - Feb 16 rcpts	02 17 16 rct
9167	R 602-49450-3720	Sewer Sales	$1,212.29	2/23/2016	sewer dept - Feb 16 rcpts	02 17 16 rct
9167	R 605-43160-3740	Electricity Sales	$27.50	2/23/2016	EU - Feb 16 rcpts	02 17 16 rct
9167	R 601-49400-3130	General Sales and Use Tax	$9.23	2/23/2016	water dept - Feb 16 rcpts	02 17 16 rct
9167	R 601-49400-3710	Water Sales	$996.39	2/23/2016	water dept - Feb 16 rcpts	02 17 16 rct
9168	R 101-41000-3103	Sales Tax	$5.35	2/23/2016	general - tax on shelter renta	02 22 16 rct
9168	R 101-41000-3225	Park Shelter Rental	$150.00	2/23/2016	general - D. Meyer	02 22 16 rct
9169	R 101-41000-3225	Park Shelter Rental	$150.00	2/23/2016	general - S. Edelbrock	02 22 16 rct
9169	R 101-41000-3103	Sales Tax	$5.35	2/23/2016	general - tax on shelter renta	02 22 16 rct
9170	R 101-41000-3340	Electric Franchise Fee	$4,683.00	2/23/2016	general - Jan 16	02 22 16 rct
9171	R 602-49450-3720	Sewer Sales	$2,866.46	2/23/2016	sewer dept - Feb 16 rcpts	02 22 16 rct
9171	R 606-49450-3728	Sewer Replacement Fund	$133.61	2/23/2016	SRF - Feb 16 rctps	02 22 16 rct
9171	R 605-43160-3740	Electricity Sales	$61.49	2/23/2016	EU - Feb 16 rcpts	02 22 16 rct
9171	R 601-49400-3710	Water Sales	$2,356.26	2/23/2016	water dept - Feb 16 rcpts	02 22 16 rct
9171	R 601-49400-3130	General Sales and Use Tax	$17.21	2/23/2016	water dept - Feb 16 rcpts	02 22 16 rct
9172	R 601-49400-3710	Water Sales	$1,509.30	2/23/2016	water dept - Feb 16 rcpts	02 23 16 rct
9172	R 602-49450-3720	Sewer Sales	$1,794.76	2/23/2016	sewer dept - Feb 16 rcpts	02 23 16 rct
9172	R 606-49450-3728	Sewer Replacement Fund	$85.36	2/23/2016	SRF - Feb 16 rcpts	02 23 16 rct
9172	R 601-49400-3130	General Sales and Use Tax	$35.65	2/23/2016	water dept - Feb 16 rcpts	02 23 16 rct
9172	R 605-43160-3740	Electricity Sales	$36.18	2/23/2016	EU - Feb 16 rcpts	02 23 16 rct
9173	R 101-41000-3225	Park Shelter Rental	$125.00	2/25/2016	general - L. Klocker	02 24 16 rct
9173	R 101-41000-3103	Sales Tax	$5.35	2/25/2016	general - tax on shelter renta	02 24 16 rct
9174	R 101-41000-3210	Business Licenses/Permits	$100.00	2/25/2016	general - St. Augusta Sports	02 24 16 rct
9175	R 101-41000-3225	Park Shelter Rental	$150.00	2/25/2016	general - J. Koshiol	02 24 16 rct
9175	R 101-41000-3103	Sales Tax	$5.35	2/25/2016	general - tax on shelter renta	02 24 16 rct
9176	R 602-49450-3720	Sewer Sales	$1,109.50	2/25/2016	sewer dept - Feb 16 rcpts	02 24 16 rct
9176	R 601-49400-3710	Water Sales	$914.94	2/25/2016	water dept - Feb 16 rcpts	02 24 16 rct
9176	R 601-49400-3130	General Sales and Use Tax	$19.72	2/25/2016	water dept - Feb 16 rcpts	02 24 16 rct
9176	R 605-43160-3740	Electricity Sales	$13.97	2/25/2016	EU - Feb 16 rcpts	02 24 16 rct
9176	R 606-49450-3728	Sewer Replacement Fund	$52.27	2/25/2016	SRF - Feb 16 rcpts	02 24 16 rct

ST AUGUSTA, MN

*Receipt Book

Refer	Account	Last Dim Descr	Amount	Tran Date	Comments	Batch Name
Grand Total			$58,150.60			

ST AUGUSTA, MN

*Check Summary Register©

February 2016 to March 2016

	Name	Check Date	Check Amt	
10100 STATE BANK OF KIMBAL				
Paid Chk# 018575	BLASHACK, CHAD CHRISTOPHE	2/11/2016	$1,059.37	
Paid Chk# 018576	KIFFMEYER, MARK G.	2/11/2016	$1,240.46	
Paid Chk# 018577	LOMMEL, GLEN F.	2/11/2016	$59.25	
Paid Chk# 018578	McCABE, WILLIAM R.	2/11/2016	$2,442.79	
Paid Chk# 018579	RASMUSON, TERESA M.	2/11/2016	$755.98	
Paid Chk# 018580	SCHLUETER, STEVEN F.	2/11/2016	$150.48	
Paid Chk# 018581	SKAGGS, MICHAEL M	2/11/2016	$125.27	
Paid Chk# 018582	ING LIFE INSURANCE	2/11/2016	$25.00	g - pay 3 2016 def comp
Paid Chk# 018583	PERA	2/11/2016	$1,112.21	PERA Coordinated
Paid Chk# 018584	BILL MCCABE	2/23/2016	$57.49	g - McCabe: rx, copay
Paid Chk# 018585	BLASHACK, CHAD CHRISTOPHE	2/25/2016	$1,059.37	
Paid Chk# 018586	KIFFMEYER, MARK G.	2/25/2016	$1,240.46	
Paid Chk# 018587	McCABE, WILLIAM R.	2/25/2016	$2,442.79	
Paid Chk# 018588	RASMUSON, TERESA M.	2/25/2016	$870.44	
Paid Chk# 018589	SCHLUETER, STEVEN F.	2/25/2016	$126.89	
Paid Chk# 018590	SKAGGS, MICHAEL M	2/25/2016	$158.20	
Paid Chk# 018591	VOIGT, CHARLES	2/25/2016	$96.97	
Paid Chk# 018592	ING LIFE INSURANCE	2/25/2016	$25.00	g - pay 4 2016 def comp
Paid Chk# 018593	PERA	2/25/2016	$1,130.01	PERA Coordinated
Paid Chk# 018594	TABATT, MICHAEL A.	2/25/2016	$521.99	
Paid Chk# 018595	MN DEPT OF REVENUE	2/25/2016	$391.25	emp pd state taxes
Paid Chk# 018596	AFLAC	3/2/2016	$477.72	g - employee paid insurance
Paid Chk# 018597	ALTERNATIVE GARAGE DOOR R	3/2/2016	$248.08	fire dept - fix garage door
Paid Chk# 018598	AUTO VALUE PARTS	3/2/2016	$42.45	pw dept - supplies
Paid Chk# 018599	BLUE TARP FINANCIAL INC	3/2/2016	$72.92	pw dept - supplies
Paid Chk# 018600	BORDER STATES	3/2/2016	$437.30	fire dept - supplies
Paid Chk# 018601	CENTER POINT ENERGY	3/2/2016	$367.14	fire dept - gas usage
Paid Chk# 018602	CHAMBERLAIN OIL CO	3/2/2016	$79.50	pw dept - oil
Paid Chk# 018603	CITY OF ST. CLOUD	3/2/2016	$13,399.13	sewer dept - Jan 2016 treatmen
Paid Chk# 018604	COMPASS MINERALS AMERICA	3/2/2016	$2,271.73	pw dept - hwy blk coarse
Paid Chk# 018605	CW TECHNOLOGY	3/2/2016	$69.95	general - remote backup
Paid Chk# 018606	DHIA LABORATORIES	3/2/2016	$270.00	sewer dept - sample #271387
Paid Chk# 018607	EMERGENCY RESPONSE SOLU	3/2/2016	$72.41	fire dept - supplies
Paid Chk# 018608	FIRE EQUIPMENT SPECIALTIES	3/2/2016	$3,012.07	fire dept - supplies
Paid Chk# 018609	GOODIN COMPANY	3/2/2016	$133.87	fire dept - supplies
Paid Chk# 018610	HANDYMANS HARDWARE	3/2/2016	$10.48	pw dept - supplies
Paid Chk# 018611	KNIFE RIVER	3/2/2016	$753.63	pw dept - clean sand
Paid Chk# 018612	KRIS ENGINEERING	3/2/2016	$1,627.06	pw dept - belly blade/rubber c
Paid Chk# 018613	KRISTIN WITTE	3/2/2016	$155.35	general - park shelter cancela
Paid Chk# 018614	M & L WELDING	3/2/2016	$120.00	fire dept - work on water valv
Paid Chk# 018615	MARY MUELLER	3/2/2016	$119.49	general - website updates
Paid Chk# 018616	MIDCO BUSINESS	3/2/2016	$75.00	general - internet service
Paid Chk# 018617	MN DEPT OF HEALTH	3/2/2016	$708.00	water dept - 1st qtr 2016 hook
Paid Chk# 018618	NEXTEL	3/2/2016	$80.93	sewer dept - telephone/iPad
Paid Chk# 018619	NORTH STAR SIGNS & ENGRAVI	3/2/2016	$119.80	pw dept - 4 signs
Paid Chk# 018620	OFFICE FURNITURE SOLUTIONS	3/2/2016	$105.00	general - fix office chair

ST AUGUSTA, MN

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February 2016 to March 2016

	Name	Check Date	Check Amt	
Paid Chk# 018621	PC PUBLICAN LLC	3/2/2016	$120.00	general - LogMeIn remote acces
Paid Chk# 018622	POWER HOUSE OUTDOOR EQUI	3/2/2016	$153.05	fire dept - generator repair
Paid Chk# 018623	PREFERRED ONE	3/2/2016	$2,623.92	water dept - city pd health
Paid Chk# 018624	SEH RCM	3/2/2016	$63.00	general - engineering
Paid Chk# 018625	ST. CLOUD TIMES	3/2/2016	$66.20	general - ordinance publicatio
Paid Chk# 018626	STEARNS COUNTY AUDITOR/TR	3/2/2016	$6,250.00	general - last half atty crimi
Paid Chk# 018627	STEARNS COUNTY SHERIFF	3/2/2016	$11,250.00	general - 2nd half 2016 contra
Paid Chk# 018628	STEARNS ELECTRIC ASSOCIATI	3/2/2016	$1,595.59	general - State Hwy 15 light
Paid Chk# 018629	TOSHIBA FINANCIAL SERVICES	3/2/2016	$69.00	general - copier contract
Paid Chk# 018630	TRAUT COMPANIES	3/2/2016	$46.00	water dept - sample #'s 160173
Paid Chk# 018631	WEST CENTRAL SANITATION	3/2/2016	$185.49	fire dept - garbage service
		Total Checks	$62,342.93	

FILTER: None

ST AUGUSTA, MN

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March 2016

		Check Amt	Invoice	Comment
10100 STATE BANK OF KIMBAL				
Paid Chk# 018596	3/2/2016 **AFLAC**			
G 101-21710	Other Deducations	$367.20		g - employee paid insurance
G 601-21710	Other Deducations	$55.26		g - employee paid insurance
G 602-21710	Other Deducations	$55.26		g - employee paid insurance
	Total AFLAC	$477.72		
Paid Chk# 018597	3/2/2016 **ALTERNATIVE GARAGE DOOR REPAIR**			
E 101-42270-223	Building Repair Supplies	$248.08	2260	fire dept - fix garage door
	otal ALTERNATIVE GARAGE DOOR REPAIR	$248.08		
Paid Chk# 018598	3/2/2016 **AUTO VALUE ST. CLOUD**			
E 101-41130-220	Repair/Maint Supply	$42.45	7308764	pw dept - supplies
	Total AUTO VALUE ST. CLOUD	$42.45		
Paid Chk# 018599	3/2/2016 **BLUE TARP NORTHERN TOOL**			
E 101-41130-220	Repair/Maint Supply	$72.92	4161046326	pw dept - supplies
	Total BLUE TARP NORTHERN TOOL	$72.92		
Paid Chk# 018600	3/2/2016 **BORDER STATES**			
E 101-45200-220	Repair/Maint Supply	$437.30	106760308	fire dept - supplies
	Total BORDER STATES	$437.30		
Paid Chk# 018601	3/2/2016 **CENTER POINT ENERGY**			
E 101-42270-387	Fire Dept Utilities	$367.14		fire dept - gas usage
	Total CENTER POINT ENERGY	$367.14		
Paid Chk# 018602	3/2/2016 **CHAMBERLAIN OIL CO**			
E 101-41130-220	Repair/Maint Supply	$79.50	154958	pw dept - oil
	Total CHAMBERLAIN OIL CO	$79.50		
Paid Chk# 018603	3/2/2016 **CITY OF ST. CLOUD**			
E 601-49400-312	Water/Contract Services	$9,557.82		water dept - Jan 2016 charges
E 602-49450-313	Sewer/Contract Services	$3,841.31		sewer dept - Jan 2016 treatment charges
	Total CITY OF ST. CLOUD	$13,399.13		
Paid Chk# 018604	3/2/2016 **COMPASS MINERALS AMERICA INC**			
E 101-41130-224	Street Maint Materials	$2,271.73	71447013	pw dept - hwy blk coarse
	Total COMPASS MINERALS AMERICA INC	$2,271.73		
Paid Chk# 018605	3/2/2016 **CW TECHNOLOGY**			
E 101-41000-300	support services	$69.95		general - remote backup
	Total CW TECHNOLOGY	$69.95		
Paid Chk# 018606	3/2/2016 **DHIA LABORATORIES**			
E 602-49450-316	Sample Analysis	$270.00	47269	sewer dept - sample #271387
	Total DHIA LABORATORIES	$270.00		
Paid Chk# 018607	3/2/2016 **EMERGENCY RESPONSE SOLUTIONS**			
E 101-42270-220	Repair/Maint Supply	$72.41	5736	fire dept - supplies
	otal EMERGENCY RESPONSE SOLUTIONS	$72.41		
Paid Chk# 018608	3/2/2016 **FIRE EQUIPMENT SPECIALTIES INC**			
E 101-42270-220	Repair/Maint Supply	$79.97	9145	fire dept - supplies
E 101-42270-220	Repair/Maint Supply	$347.43	9149	fire dept - supplies

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March 2016

		Check Amt	Invoice	Comment
E 450-45200-430	Miscellaneous	$2,584.67	9168	CIP - fire dept, Corona Belt w/Ladder Hook
Total	FIRE EQUIPMENT SPECIALTIES INC	$3,012.07		
Paid Chk# 018609	3/2/2016 GOODIN COMPANY			
E 101-42270-220	Repair/Maint Supply	$133.87	05877507-00	fire dept - supplies
Total	GOODIN COMPANY	$133.87		
Paid Chk# 018610	3/2/2016 HANDYMANS HARDWARE			
E 101-41130-220	Repair/Maint Supply	$10.48		pw dept - supplies
Total	HANDYMANS HARDWARE	$10.48		
Paid Chk# 018611	3/2/2016 KNIFE RIVER			
E 101-41130-224	Street Maint Materials	$375.44		pw dept - clean sand
E 101-41130-224	Street Maint Materials	$187.46	420881	pw dept - clean sand
E 101-41130-224	Street Maint Materials	$190.74	420993	pw dept - clean sand
Total	KNIFE RIVER	$753.63		
Paid Chk# 018612	3/2/2016 KRIS ENGINEERING			
E 101-41130-220	Repair/Maint Supply	$1,627.06	26446	pw dept - belly blade/rubber carbides
Total	KRIS ENGINEERING	$1,627.06		
Paid Chk# 018613	3/2/2016 KRISTIN WITTE			
E 101-45200-342	Refunds	$155.35		general - park shelter cancelation/refund
Total	KRISTIN WITTE	$155.35		
Paid Chk# 018614	3/2/2016 M & L WELDING			
E 101-42270-220	Repair/Maint Supply	$120.00	569787	fire dept - work on water valve fire truck 112
Total	M & L WELDING	$120.00		
Paid Chk# 018615	3/2/2016 MARY MUELLER			
E 101-41000-300	support services	$119.49		general - website updates
Total	MARY MUELLER	$119.49		
Paid Chk# 018616	3/2/2016 MIDCONTINENT COMMUNICATIONS			
E 101-41000-323	Internet	$75.00		general - internet service
Total	MIDCONTINENT COMMUNICATIONS	$75.00		
Paid Chk# 018617	3/2/2016 MN DEPT OF HEALTH			
E 601-49400-312	Water/Contract Services	$708.00		water dept - 1st qtr 2016 hook ups
Total	MN DEPT OF HEALTH	$708.00		
Paid Chk# 018618	3/2/2016 NEXTEL			
E 101-41000-321	Telephone	$11.00		general - mayor's telelphone
E 101-41130-321	Telephone	$43.95		pw dept - telephones
E 601-49400-321	Telephone	$12.99		water dept - telephone/iPad
E 602-49450-321	Telephone	$12.99		sewer dept - telephone/iPad
Total	NEXTEL	$80.93		
Paid Chk# 018619	3/2/2016 NORTH STAR SIGNS & ENGRAVING			
E 101-41130-226	Sign Repair Materials	$119.80	17647	pw dept - 4 signs
Total	NORTH STAR SIGNS & ENGRAVING	$119.80		
Paid Chk# 018620	3/2/2016 OFFICE FURNITURE SOLUTIONS INC			
E 101-41000-200	Office Supplies (GENERAL)	$105.00	114512	general - fix office chair
Total	OFFICE FURNITURE SOLUTIONS INC	$105.00		

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March 2016

			Check Amt	Invoice	Comment
Paid Chk# 018621	3/2/2016	PC PUBLICAN LLC			
E 101-41000-300	support services		$120.00		general - LogMeIn remote access 1 year subscription
		Total PC PUBLICAN LLC	$120.00		
Paid Chk# 018622	3/2/2016	POWER HOUSE OUTDOOR EQUIP			
E 101-42270-220	Repair/Maint Supply		$153.05	352063	fire dept - generator repair
		Total POWER HOUSE OUTDOOR EQUIP	$153.05		
Paid Chk# 018623	3/2/2016	PREFERRED ONE			
E 101-41000-131	Employer Paid Health		$511.54		general - city pd health
G 101-21710	Other Deducations		$719.25		g - emp pd health
E 602-49450-131	Employer Paid Health		$183.43		sewer dept - city pd health
E 101-41130-131	Employer Paid Health		$473.82		pw dept - city pd health
E 101-41000-131	Employer Paid Health		$344.76		general - city pd health
E 101-41130-131	Employer Paid Health		$207.69		pw dept - city pd health
E 601-49400-131	Employer Paid Health		$183.43		water dept - city pd health
		Total PREFERRED ONE	$2,623.92		
Paid Chk# 018624	3/2/2016	SEH RCM			
E 101-41000-303	Engineering Fees		$63.00		general - engineering
		Total SEH RCM	$63.00		
Paid Chk# 018625	3/2/2016	ST. CLOUD TIMES			
E 101-41000-205	Ordinance Publication		$66.20	0004284091	general - ordinance publication
		Total ST. CLOUD TIMES	$66.20		
Paid Chk# 018626	3/2/2016	STEARNS COUNTY AUDITOR/TREAS			
E 101-41000-305	Attorney (prosecution)		$6,250.00	2015-0000008	general - last half atty criminal prosecution
		Total STEARNS COUNTY AUDITOR/TREAS	$6,250.00		
Paid Chk# 018627	3/2/2016	STEARNS COUNTY SHERIFF			
E 101-41000-306	Police/Sheriff (contract)		$11,250.00		general - 2nd half 2016 contract
		Total STEARNS COUNTY SHERIFF	$11,250.00		
Paid Chk# 018628	3/2/2016	STEARNS ELECTRIC ASSOCIATION			
E 602-49450-381	Electric Utilities		$76.56		sewer dept - lift station 2
E 605-43160-380	Utility Services (GENERAL)		$121.50		EU - Blackberry Farms
E 101-45200-381	Electric Utilities		$45.02		parks dept - HLP shelter
E 601-49400-381	Electric Utilities		$20.09		water dept - flow meter
E 101-41000-381	Electric Utilities		$24.64		general - Lion's Sign
E 602-49450-381	Electric Utilities		$22.50		sewer dept - lift station
E 101-41000-381	Electric Utilities		$29.13		general - city hall
E 605-43160-380	Utility Services (GENERAL)		$108.00		EU - Emerald Ponds
E 101-42270-387	Fire Dept Utilities		$281.89		fire dept - fire hall
E 101-45200-381	Electric Utilities		$38.93		parks dept - KP
E 605-43160-380	Utility Services (GENERAL)		$87.75		EU - Emerald Ponds
E 101-41000-381	Electric Utilities		$7.95		general - street light
E 602-49450-381	Electric Utilities		$274.98		sewer dept - lift station 1
E 101-41000-381	Electric Utilities		$33.00		general - 2 meters
E 101-42270-387	Fire Dept Utilities		$73.15		fire dept - fire hydrant
E 101-41000-381	Electric Utilities		$225.61		general - city hall
E 101-45200-381	Electric Utilities		$23.42		parks dept - HLP
E 101-41000-381	Electric Utilities		$101.47		general - State Hwy 15 light
		Total STEARNS ELECTRIC ASSOCIATION	$1,595.59		

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March 2016

			Check Amt	Invoice	Comment
Paid Chk# 018629	3/2/2016	**TOSHIBA FINANCIAL SERVICES**			
E 101-41000-300	support services		$69.00		general - copier contract
Total	**TOSHIBA FINANCIAL SERVICES**		$69.00		
Paid Chk# 018630	3/2/2016	**TRAUT COMPANIES**			
E 601-49400-316	Sample Analysis		$46.00		water dept - sample #'s 160173 & 160174
Total	**TRAUT COMPANIES**		$46.00		
Paid Chk# 018631	3/2/2016	**WEST CENTRAL SANITATION**			
E 101-41000-384	Refuse/Garbage Disposal		$159.07		general - garbage service
E 101-42270-384	Refuse/Garbage Disposal		$26.42		fire dept - garbage service
Total	**WEST CENTRAL SANITATION**		$185.49		
10100	**STATE BANK OF KIMBAL**		$47,251.26		

Fund Summary

10100 STATE BANK OF KIMBAL	
101 GENERAL FUND	$29,028.72
450 CAPITAL PROJECT FUND	$2,584.67
601 WATER FUND	$10,583.59
602 SEWER FUND	$4,737.03
605 LIGHTING UTILITY	$317.25
	$47,251.26

	General Fund	CIP Fund	Debt Service	SAC/WAC Fund	Water Fund	Sewer Fund	Sewer Debt	Street Light	TIF	TIF - 2	Monthly Totals
Cash Balance 12/31/15(un-audited)	$ 763,215	$ 935,142.58	$ 147,494	$ 232,404	$ 88,498	$ 532,362	$ 48,341	$ 1,893	$ 67,903	$ 31,133	$ 2,848,386
Receipts January 2016	$ 33,609	$ 21,404.28	$ 1,587	$ 19,849	$ 14,085	$ 18,671	$ 825	$ 315			$ 110,345
Ex. January 2016	$ 39,957	$ 1,022.26	$ 495		$ 41,214	$ 64,659		$ 317			$ 147,665
Receipts February 2016	$ 17,084	$ 596.10		$ 6,000	$ 14,993	$ 18,338	$ 808	$ 331			$ 58,151
Ex. February 2016	$ 55,164				$ 23,977	$ 36,348		$ 317	$ 49,893	$ 18,373	$ 184,072
Receipts March 2016											$ -
Ex. March 2016	$ 27,662	$ 2,584.67			$ 10,528	$ 4,682		$ 317			$ 45,774
Receipts April 2016											$ -
Ex. April 2016											$ -
Receipts May 2016											$ -
Ex. May 2016											$ -
Receipts June 2016											$ -
Ex. June 2016											$ -
Receipts July 2016											$ -
Ex. July 2016											$ -
Receipts August 2016											$ -
Ex. August 2016											$ -
Receipts September 2016											$ -
Ex. September 2016											$ -
Receipts October 2016											$ -
Ex. October 2016											$ -
Receipts November 2016											$ -
Ex. November 2016											$ -
Receipts December 2016											$ -
Ex. December 2016											$ -
Cash Balance	$ 691,125	$ 953,536.03	$ 148,586	$ 258,253	$ 41,856	$ 463,682	$ 49,975	$ 1,587	$ 18,010	$ 12,760	$ 2,639,371

2016 CIP Breakdown	Unallocated	Admin	Park	Streets	Fire	Total
Beginning Balance -12/31/15						
Un-Audited	$462,768.19	$13,103.17	$212,880.14	$155,626.45	$90,764.63	$935,142.58
Safe Routes to School testing			($286.26)			($286.26)
January Sales Tax			$7,279.05	$7,279.04		$14,558.09
January Property Tax				$5,123.07	$1,124.58	$6,247.65
January Cable Franchise Fees		$598.54				$598.54
?? Safe Routes			($736.00)			($736.00)
Ladder Belts					($2,584.67)	($2,584.67)
February Cable Franchise Fees		$596.10				$596.10
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
Totals	$462,768.19	$14,297.81	$219,136.93	$168,028.56	$89,304.54	$953,536.03

Unallocated - Reserved

Eagle Drive	$	17,912.00
215th Street	$	53,375.50

	2016	Spent/Received	% of Budget	Remaining Amount
Revenues	**Budget**	**As of Feb. 25, 2016**	**Spent**	
General Fund	$776,156	$ 50,867	6.55%	$725,289
Capital Improvement Fund	$585,250	$ 22,150	3.78%	$563,100
Water Fund	$357,505	$ 30,127	8.43%	$327,378
Sewer Fund	$226,978	$ 38,340	16.89%	$188,638
Sewer Debt Fund	$12,500	$ 1,697	13.58%	$10,803
Street Light Fund	$4,500	$ 669	14.86%	$3,831
WAC/SAC Improvement Fu	$154,500	$ 25,850	16.73%	$128,650
Debt Service	$83,000	$ 1,587	1.91%	$81,413
TIF	$150,000	$ 4	0.00%	$149,996
Total Revenues	$2,350,389	$ 171,291	7.29%	$2,179,098
Expenditures				
General Fund	$756,305	$ 122,783	16.23%	$633,522
Capital Improvement Fund	$393,800	$ 3,607	0.92%	$390,193
Water Fund	$390,264	$ 75,719	19.40%	$314,545
Sewer Fund	$528,198	$ 105,689	20.01%	$422,509
Street Light Fund	$4,380	$ 952	21.73%	$3,428
WAC/SAC Improvement Fu	$155,000		0.00%	$155,000
Debt Service	$81,555	$ 495	0.61%	$81,060
TIF Fund	$142,500	$ 68,266	47.91%	$74,234
Total Expenditures	$2,452,002	$ 377,511	15.40%	$2,074,491

General Fund				
	2016	Spent	% of Budget	Remaining Amount
	Budget	As of Feb 25, 2015	Spent	
Administration	$ 277,175	$ 51,791	18.69%	$ 225,384
Council	$ 24,981	$ 278	1.11%	$ 24,703
Boards and Commissions	$ 3,500	$ -	0.00%	$ 3,500
Building Inspection	$ 59,800	$ 7,412	12.39%	$ 52,388
Elections	$ 3,000		0.00%	$ 3,000
Fire	$ 157,397	$ 15,423	9.80%	$ 141,974
Streets	$ 173,173	$ 46,538	26.87%	$ 126,635
Parks	$ 57,279	$ 1,341	2.34%	$ 55,938
Total General Fund	$ 756,305	$ 122,783	16.23%	$ 633,522

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code 3.2ONSS **License Period Ending** 3/31/2016 **ID#** 20968

ISSUING AUTHORITY St. Augusta

Licensee Name St. Augusta Sports Inc.

Trade Name

City, State, Zip Code Co Rd 7 & 245th St

St. Augusta MN 56301

Business Phone 320-492-7926

License Fees: **Off Sale** **On Sale** **Sunday**

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature [illegible] DOB PRES SS# _____ Date 2/22/16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date_____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date_____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date_____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code 3.2ONSS **License Period Ending** 3/31/2016 **ID#** 19007

ISSUING AUTHORITY St. Augusta

Licensee Name Luxemburg Recreation Club

Trade Name Luxemburg Recreation Club

City, State, Zip Code 22718 State Hwy 156
St. Augusta MN 56301

Business Phone 3202535223

License Fees: **Off Sale** **On Sale** $100.00 **Sunday**

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature _____ DOB 06/11/1959 SS# [redacted] Date 2-14-16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date_____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date_____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date_____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

FEBRUARY 2016 BUILDING PERMITS ISSUED

2/17/2016	6-16	Werschey Homes 230-9909	Werschey Homes	22856 Silver Avenue	SFD & Attached Garage	$250,000.00

TO: City of St. Augusta

FROM: Steve Hagman/Building Official

DATE: 1/31/2016

RE: Statement Summary - January 2016

BUILDING PERMIT FEES	$1,500.00	X	65%	$975.00
PLAN REVIEWS	$375.00	X	100%	$375.00
MECHANICAL PERMITS (Total minus $1.00 Surcharge)	$49.50	X	80%	$39.60
Additional Inspections	$0.00	X	100%	$0.00
PLUMBING PERMITS (Total minus $2.00 Surcharge)	$0.00	X	80%	$0.00
Additional Inspections	$0.00	X	100%	$0.00
RE-INSPECTION FEES	$0.00	X	100%	$0.00
FINES	$0.00	X	0%	$0.00
TOTAL AMOUNT DUE				$1,389.60

Respectfully Submitted,

Steven J. Hagman
Midstate Inspection Services Inc.

Building Permit Activity - FEBRUARY 2016

PERMIT	DATE	OWNER	CONST.	PERMIT FEE	PLAN REVIEW	WAC SAC	STATE SUR	RIGHT AWAY PERMIT	WATER METER	911 SIGN	FINES	VALUATION	TOTAL
6-16	2/17/2106	Werschey Homes	SFD & Attached Garage	$1,500.00	$375.00	$6,000.00	$125.00	$300.00	$217.00	$0.00	$0.00	$250,000.00	$8,517.00
				$1,500.00	**$375.00**	**$6,000.00**	**$125.00**	**$300.00**	**$217.00**	**$0.00**	**$0.00**	**$250,000.00**	**$8,517.00**

YEAR TO DATE			
WAC/SAC	$6,000.00	FINES	$0.00
RIGHT AWAY	$600.00	911 SIGN	$30.00
WATER METER	$217.00		

TO: City of St. Augusta

DATE: FEBRUARY 29, 2016

RE: Statement for Mechanical Permits February 2016

PERMIT #	DATE	OWNER/CONTRACTOR	FEE	ADDL INSP	SURCHARGE	TOTAL
7-16M	2/12/2016	Dustin Wenz 20188 28th Avenue	$49.50	$0.00	$1.00	$50.50
			$49.50	$0.00	$1.00	
				TOTAL		$50.50

TO: City of St. Augusta

DATE: FEBRUARY 29, 2016

RE: Statement for Plumbing Permits FEBRUARY 2016

PERMIT #	DATE	OWNER/CONTRACTOR	FEE	ADDL INSP	SURCHARGE	TOTAL
			$0.00	$0.00	$0.00	
			TOTAL			$0.00

TO: City of St. Augusta

FROM: Steve Hagman/Building Official

DATE: 2/29/2016

RE: Statement Summary - FEBRUARY 2016

BUILDING PERMIT FEES	$1,500.00	X	35%	$525.00
PLAN REVIEWS	$375.00	X	0%	$0.00
MECHANICAL PERMITS (Total minus $1.00 Surcharge)	$49.50	X	20%	$9.90
Additional Inspections	$0.00	X	0%	$0.00
PLUMBING PERMITS (Total minus $2.00 Surcharge)	$0.00	X	20%	$0.00
Additional Inspections	$0.00	X	0%	$0.00
RE-INSPECTION FEES	$0.00	X	0%	$0.00
FINES	$0.00	X	100%	$0.00
TOTAL AMOUNT DUE				$534.90
January 2016 Total	$1,647.86			
YTD 2015	**$1,647.86**			

Respectfully Submitted,

City of St. Augusta

TOTALS	FEBRUARY 2014	FEBRUARY 2015	FEBRUARY 2016
Total Combined Building Permits	4	9	1
Total Combined Building Permits YTD	4	13	6
Combined Building Permits Valuation	$123,657.00	$829,776.00	$250,000.00
Combined Building Permits Valuation YTD	$123,657.00	$1,225,576.00	$992,265.00
Single Family Permits	0	2	1
Single Family Permits YTD	0	3	2
Single Family Valuation	$0.00	$780,000.00	$250,000.00
Single Family Valuation YTD	$0.00	$1,155,000.00	$939,035.00
Residential Remodeling Permits	2	7	0
Residential Remodeling Permits YTD	2	10	4
Residential Remodeling Valuation	$40,800.00	$49,776.00	$0.00
Residential Remodeling Valuation YTD	$40,800.00	$70,576.00	$53,230.00
Single Familly Twin homes Permits	0	0	0
Single Family Twin homes Permits YTD	0	0	0
Single Family Twin Homes Valuation	$0.00	$0.00	$0.00
Single Family Twin homes Valuation YTD	$0.00	$0.00	$0.00
Commercial Permits	0	0	0
Commercial Permits YTD	0	0	0
Commercial Valuation	$0.00	$0.00	$0.00
Commercial Valuation YTD	$0.00	$0.00	$0.00
Commercial Remodel	2	0	0
Commercial Remodel YTD	2	0	0
Commercial Remodel Valuation	$82,857.00	$0.00	$0.00
Commercial Remodel Valuation YTD	$82,857.00	$0.00	$0.00
Signs Permits	0	0	0
Sign Permits YTD	0	0	0
Sign Permits Valuation	$0.00	$0.00	$0.00
Sign Permits Valuation YTD	$0.00	$0.00	$0.00
Demo Permits	0	0	0
Demo YTD	0	0	0
Plumbing Permits	0	9	0
Plumbing Permits YTD	0	11	2
Mechanical Permits	3	3	1
Mechanical Permits YTD	9	9	7
Electrical Permits 1st Quarter	0	0	0
Electrical Permits 2nd Quarter	0	0	0
Electrical Permits 3rd Quarter	0	0	0
Electrical Permits 4th Quarter	0	0	0
Electrical Permits YTD	0	0	0

St. Augusta Fire Department

January 2016

Emergency Calls: As of report date =

- 1-1-16 Medical
- 1-2-16 Medical
- 1-4-16 Medical
- 1-8-16 Mutual aid (Rockville)
- 1-11-16 Fire
- 1-17-16 Fire
- 1-17-16 Medical
- 1-24-16 Medical
- 1-27-16 Medical

9 calls in January

Monthly Training:

January training was with SCTC and we went over Fire investigation and public education.

EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
East Bethel, MN 55092
651-464-1010

Quote

Date	Estimate #
2/24/2016	2169

Name / Address
St. Augusta Fire Department 1914 250th Street St. Augusta, MN 56301-7706

Project

Item	Description	Qty	Rate	Total
MSA 10024431	ULTRA ELITE, PD, LG, STC, HYC, SPEED-ON	1	422.00	422.00
MSA 10061542	RECEIVER ASSY, NIGHTFIGHTER, AA BATT,STD	1	252.20	252.20
MSA 10024074	KIT,CLEARCOMMAND,AMPLIFIER,SCBA COMPLETE	1	570.00	570.00
~~MSA 10067565~~	~~CHARGER ,UNIVERSAL, E5000 SERIES TIC~~	1	~~690.00~~	~~690.00~~

Total $1,244.20 ~~$1,934.20~~

EMERGENCY RESPONSE SOLUTIONS

4817 Viking Blvd NE
East Bethel, MN 55092
651-464-1010

Quote

Date	Estimate #
2/23/2016	2165

Name / Address
St. Augusta Fire Department 1914 250th Street St. Augusta, MN 56301-7706

Project

Item	Description	Qty	Rate	Total
DUO 775-A14	Series 775-A 14 FT Aluminum Roof Ladder	1	264.07	264.07
			Total	$264.07

Q U O T A T I O N

Powerhouse Outdoor Equipment, Inc.
2749 Clearwater Road
St. Cloud, MN 56301
Phone #: (320)251-7478
Fax #:

PHONE #: **(320)654-0387**
CELL #: **980-4050**
ALT. #:
P.O.#: **FIRE DEPT**
TERMS: **NET 10TH EOM**
SALES TYPE: **Quote**

DATE: **2/26/2016**
ORDER #: **203157**
CUSTOMER #: **1406**
CP: **VICTOR**
LOCATION: **2**
STATUS: **Active**

BILL TO 1406

CITY OF ST. AUGUSTA
1914 250TH ST.
ST AUGUSTA, MN 56301

SHIP TO

1914 250TH ST.
ST AUGUSTA, MN 56301

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
HON	EM5000SXK3AT	5000 WATT DELUXE GENERATOR	1	$2,430.00	$2,199.00	$2,199.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	**$2,199.00**
TAX:	**$0.00**
ORDER TOTAL:	**$2,199.00**

Authorized By: _____

St. Augusta Fire Department

Truck

Replacement Report

February 19, 2016

St. Augusta Fire Department

Truck

Replacement Report

This document was made by the members of the St. Augusta fire department operations committee and approved by the department's chief. The intent of this document is to give the city of St. Augusta and the city council an estimated time schedule for the replacement of the fire and rescue vehicles that are currently in service. This document was put together in detail, professionalism, and to the best of knowledge. The committee understands that not all trucks can be replaced at one time, our committee hopes to get grants for as many of the trucks as possible, and to have a good working relationship with the city council.

St. Augusta Operations Committee

Ben Voigt, Joe Kramer, Shawn Steinhofer, Daryl Stang, Wayne Schwinghammer, Pat Savage, Craig Cordie

Chief: Mike Tabatt

Assistant Chief: Jerry Orth

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 104

Make: Ford

Model: L8000

VIN # 1FDYS82A4HVA59345

Type of vehicle: Engine / Pumper

Replacement # 1

Date of replacement: ASAP with applying for a grant

Seats Available: 5

Description of vehicle:

- Front line engine / pumper
- Front line truck for fire ground operations

Reason for replacement:

- 1987 model truck
- 591 pump hrs.
- Unreliable truck
- Safety risk
- Tight on space on the truck and in the truck
- Wiring is in poor condition, brittle that when you touch it the outer coating falls off
- Potential fire hazard
- Under powered
- Does not meet or satisfy current N.F.P.A (national fire protection association) standards

Grant Capability:

We would be applying for the FEMA Assistance to Firefighting Grant Program. Under this program our city falls under the 95% grant and 5% city contribution. We would also be looking for a grant writer with a good track record of getting fire trucks. Attached is the lay out of the guidelines that the A.F.G grant calls for.

St. Augusta Fire Department

Truck

Replacement Report

Truck Specs:

The St. Augusta operations committee has a truck spec in place and ready for the purchase of a new engine / pumper / extrication. The spec would satisfy the city's needs as a front line truck for all firefighting and extrication operations for the next 20 years.

Cost of new: The estimated cost for a new engine / pumper is $ 500,000.00

After receiving a grant:

Grant would cover $ 475,000.00
City would cover $ 25,000.00

Cost of used: $ 350,000.00 at minimum for a 2010 model, being that by N.F.P.A they are rated for 20 years of service

What would we get: NEW _X_ or USED_____

- **All prices are subject to change, price based on comparable trucks on the market.**

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 101

Make: Ford

Model: E-350

VIN # 1FDJE30F6YHA68819

Type of vehicle: Ambulance / Rescue

Replacement # 2

Date of replacement: 1 – 2 Years

Seats Available: 6

Description of vehicle:

- **Ambulance / Rescue rig for medicals and vehicle accidents**

Reason for replacement:

- **1996 model truck**
- **254,690 miles**
- **Body is rusting out**
- **Heavily used vehicle**
- **Hardest used vehicle**
- **Would be replacing 106 at the same time**
- **Would be getting one and getting rid of two**

Cost of new: Would not know until we have specs for the truck

Cost of used: $ 50,000.00 the cost of this truck is with the replacement of 106

What would we get: NEW X **or USED** X

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/016

Truck # 106

Make: General Motors

Model: Bread Van

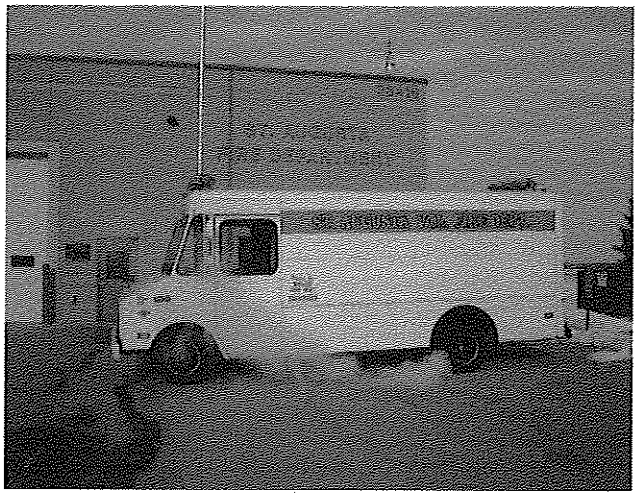
VIN # CPY354V314503

Type of vehicle: Equipment Hauler

Replacement # 2

Date of replacement: 1 – 2 years

Seats Available: 2



Description of vehicle:

- Equipment Hauler
- Air bottle hauler
- Extra Extrication equipment

Reason for replacement:

- 1974 model truck
- 11,076 miles? Think the odometer turned over
- Would be replacing 101 at the same time
- Would be getting of one and getting rid of two

Cost of new: Would not know until we have specs for the truck.

Cost of used: $ 50,000.00 the cost of this truck is with the replacement of 101

What would we get: NEW _X_ or USED _X_

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 109

Make: Ford

Model: E-350

VIN # 1FTSS34FX1HA78419

Type of vehicle: Van / Tow Vehicle

Replacement # 3

Date of replacement: 1 – 2 years or next available

Seats Available: 2

Description of vehicle:

- Van
- Tow Vehicle
- Gear hauler
- Back up equipment hauler

Reason for replacement:

- 2000 model van
- 262,275 miles
- Two wheel drive
- Would replace with 4x4 pickup truck and skid pump for grass fire fighting
- Van is rusting out
- It's a cargo van
- Lack of personnel hauling capability

Cost of new: Would not know until we have specs for the truck

Cost of used: $ 55,000.00

What would we get: NEW X **or USED** X

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 111

Make: Polaris

Model: Ranger

VIN # 1FTSS34FX1HA78419

Type of vehicle: 6 Wheeler

Replacement # 4

Date of replacement: 1 – 5 years

Seats Available: 2

Description of vehicle:

- **For grass firefighting operations**
- **For off road rescue operations**

Reason for replacement:

- **It is under powered**
- **Would update with a machine with tracks**
- **Cannot perform winter rescue sufficiently**
- **Old and out dated**

Cost of new: $ 35,000 set up for grass fire and rescue

Cost of used: $ 20,000 set up for grass fire and rescue

What would we get: NEW X **or USED**_____

Would be looking for a grant for this item

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 108

Make: Ford

Model: L9000

VIN # 1FDYK90R6EVA48298

Type of vehicle: Engine / Pumper / Rescue

Replacement # 5

Date of replacement: 8 – 10 years

Seats Available:5

Description of vehicle:

- 2nd line engine / pumper for fire ground operation
- Front line extrication / rescue for vehicle accidents
- 2nd E.M.S truck

Reason for replacement:

- 1984 model truck
- 652 pump hrs.
- Pump size or failure
- Can't hold all the extrication equipment
- Cross lay hose lines don't have gages
- Not enough discharges
- Does not meet or satisfy N.F.P.A (national fire protection association) standards
- Tight on space in the truck and on the truck

Grant Capability:

We would be applying for the FEMA Assistance to Firefighting Grant Program. Under this program our city falls under the 95% grant and 5% city contribution. We would also be looking for a grant writer with a good track record of getting fire trucks. Attached is the lay out of the guidelines that the A.F.G grant calls for.

St. Augusta Fire Department

Truck

Replacement Report

Truck Specs:

The St. Augusta operations committee has a truck spec in place and ready for the purchase of a new engine / pumper / extrication. The spec would satisfy the city's needs as a front line truck for all firefighting and extrication operations for the next 20 years.

Cost of new: The estimated cost for a new engine / pumper is $ 500,000.00

After receiving a grant:

Grant would cover $ 475,000.00
City would cover $ 25,000.00

Cost of used: $ 350,000.00 at minimum for a 2010 model, being that by N.F.P.A they are rated for 20 years of service

What would we get: NEW _X_ or USED_____

- **All prices are subject to change, price based on comparable trucks on the market.**

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 112

Make: Sterling

Model: Acterra

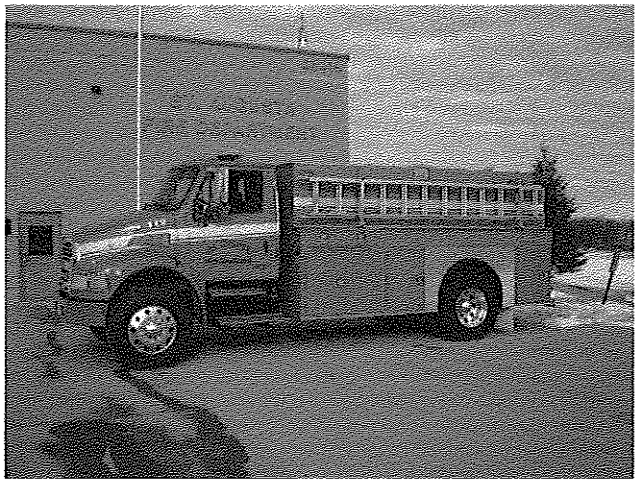
VIN # 2FZABYBS71AJ42902

Type of vehicle: Tender

Replacement # 6

Date of replacement: 12 – 15 years

Seats Available: 2



Description of vehicle:

- **2001 model truck**
- **Transport water**
- **Has a 1875 gallon portable tank**
- **Has the ability to pump water with a 250 gpm pump**
- **This truck is used to transport water to non- hydrant areas**

Reason for replacement:

- **No longer fits the departments needs**

Cost of new: Would not know until we have specs for the truck

Cost of used: $ 100,000.00

What would we get: NEW _X_ **or USED** _X_

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 105

Make: International

Model: 4900

VIN # 1HTSDAAROTH402738

Type of vehicle: Tender

Replacement # 7

Date of replacement: 12 – 15 years

Seats Available: 2

Description of vehicle:

- 1996 model truck
- Transport water
- Has a 2,000 gallon portable tank
- Has the ability to pump water with a 250gpm pump
- This truck is used to transport water to non-hydrant areas

Reason for replacement:

- No longer fits the departments needs

Cost of new: Would not know until we have specs for the truck

Cost of used: $ 100,000.00

What would we get: NEW _X_ **or USED** _X_

- All prices are subject to change, price based on comparable trucks on the market.

St. Augusta Fire Department

Truck

Replacement Report

Date: 02/16/2016

Truck # 110

Make: Ford

Model: E-350 super duty

VIN # 1FTRF3B65EB37711

Type of vehicle: Grass rig

Replacement # 8

Date of replacement: 15 years

Seats Available: 2

Description of vehicle:

- 2010 model truck
- Regular cab long box 4x4 pickup truck
- Has a slide in pump unit for grass firefighting
- Has a winch that can be moved from front to back
- Tow vehicle

Reason for replacement:

- No longer fits the departments needs or age

Cost of new: Would not know until we have specs for the truck

Cost of used: $ 60,000.00

What would we get: NEW _X_ **or USED**_____

- All prices are subject to change, price based on comparable trucks on the market.

Assistance to Firefighters Grant Program

FY 2015 AFG WORKSHOP

FEMA

Vehicles

FEMA

Vehicle Priorities

- Unsafe vehicles
- Replacing vehicles that have been converted from vehicles not intended for the fire service.
- Replacing firefighting vehicles that were purchased prior to the 1992 Edition of NFPA Standard 1901.
- **Note:**
  - Refurbished/Used vehicles are <u>no longer eligible</u>.
  - Non-Transport Nonaffiliated EMS (Healthcare) vehicles for Community Paramedic services are a <u>high priority</u>

FEMA

Vehicle Applications

- Vehicle applications will consider a variety of factors. Including, but not limited to:
  - Age of the vehicle being requested to be replaced
  - Existing fleet, including like vehicles
  - Safety factors of the current vehicle (open cab or converted)
  - Call volume
  - Population

FEMA

Fire Apparatus Priorities

Priority	Urban Communities	Suburban Communities	Rural Communities
(H)	Pumper Ambulance Aerial Rescue Community Paramedic	Pumper Ambulance Aerial Rescue Tanker/Tender Community Paramedic	Pumper Ambulance Aerial Tanker/Tender Brush/Attack Community Paramedic

FEMA

Assistance to Firefighters Grant Program (AFG)

FEMA

Cost Share Calculator
2015

In order to assist you with determining your organization's Local Cost Share for AFG Grants, a calculator and explanation of the formula is provided below. All applicants should ensure they are familiar with FEMA's administration of cost sharing requirements. Grantees are not required to have their cost share available when submitting the application. For additional information, refer to the Cost Share and Maintenance of Effort Requirements section of the Funding Opportunity Announcement (FOA).

Determine the Organization's Local Cost Share Percentage

Cost share requirements for AFG Grants are based on population. An eligible applicant seeking a grant to carry out an activity is required to provide non-federal funds to carry out the activity. In order to determine the Local Cost Share Percentage, use the guide below:

15% =	When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.
10% =	When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.
5% =	When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 5 percent of the grant awarded.

Once you have determined your Organization's Local Cost Share Percentage, use the formula below to determine the Organization's Local Cost Share.

Example Cost Share Calculation

Total Project Cost:	$100,000.00
Local Cost Share Percentage:	15%
Federal Funding Assistance:	$86,956.52
Local Cost Share:	$13,043.48

Example Cost Share Formula

X = Federal Funding Assistance
Y = Total Project Cost
P = Local Cost Share Percentage
X + (P)(X) = Y

X = Federal Funding Assistance
Y = $100,000
P =15%
X + (P)(X) = Y
X = Y/1.15

X = Federal Funding Assistance
Y = $100,000
P =15%
X = $100,000/1.15
X = $86,956
Local Cost Share = $13,044

Use the Calculator Below to Determine the Local Cost Share for your Organization

Total Project Cost:	$ 100,000.00
Local Cost Share Percentage:	15.00%

Example: For 15% enter .15 into the calculator, for 10% enter .10, for 5% enter .05

Federal Funding Assistance:	$ 86,956.52
Local Cost Share:	$ 13,043.48

From: Lisa Block
Sent: Wednesday, February 24, 2016 2:07 PM
To: safd.ops@staugustafd.org
Subject: Grant Writing and Free Research

Hello Ben,

As requested I just sent you the contract and proposal outlining our grant writing services, fees and team for your review and consideration. It was sent to your email via a service we use called "echosign".

Please let me know if you need any additional information for your meeting.

Here are some statistics on our grant writing program:

- Our grant writers are all current and active fire fighters and EMS responders with combined grant writing experience of 30+ years.
- SAFER overall success rate for grant approval is 54% and we have to date been funded for over $75M in grant awards.
- FireGrantsHelp has been assisting Fire and EMS depts. for 5+ years with grant research, writing and consultation.

Should you wish to move forward, all we need is the contract signed and we can get this assigned to one of our grant writers so that they can start working on your application right away.

Any questions I can be reached at 415-962-8313 – please do not hesitate to contact me directly.

Thanks,

PRAETORIAN DIGITAL

Lisa Block
Assistant Account Manager
Main: 415.962.8313
Fax: 415.962.8331

PoliceGrantsHelp.com | FireGrantsHelp.com | EMSGrantsHelp.com | GovGrantsHelp.com

From: Lisa Block
Sent: Friday, February 26, 2016 11:18 AM
To: safd.ops@staugustafd.org
Subject: FW: Fire Truck Grant Writing Project

Ben,

It was a pleasure to speak with you. Below is the information that you requested and the proposal that I sent you has more detail.

Just a reminder you can include your grant writing fees into the AFG grant application and if awarded the department will be reimbursed these fees through FEMA up to a maximum of $1500.00. I have included the 50% discount we extend to GAP program customers.

Here are some statistics on our grant writing program:

- Our grant writers are all current and active fire fighters and EMS responders with combined grant writing experience of 30+ years.
- AFG overall success rate for grant approval is 65% and we have to date been funded for over $75M in grant awards.
- FireGrantsHelp has been assisting Fire and EMS depts. for 5+ years with grant research, writing and consultation.

Should you wish to move forward, all we need is the contract signed and we can get this assigned to one of our grant writers so that they can start working on your application right away.

Any questions I can be reached at 415-962-8313 – please do not hesitate to contact me directly.

I look forward to working with you!

-Lisa

From: Lisa Block
Sent: Tuesday, February 23, 2016 8:37 AM
To: 'Ben'
Subject: RE: Fire Truck Grant Writing Project

Hello Ben,

I just left you a message, give me a call when you have a free moment and we can get you started. I look forward to assisting you.

Have a wonderful day & stay safe!

Grant Writing Agreement

FireGrantsHelp & EMSGrantsHelp
c/o Praetorian Digital
200 Green Street Suite 200
San Francisco, CA 94111
Tel: (866) 463-7792 /Fax: (415) 962-8331
Email: expert@firegrantshelp.com

Date: February 23, 2016 **Account Manager:** Lisa Block

Client Information:

Dept/Agency: St. Augusta Fire Department
Address: 1914 250th Street
City: St. Augusta
ST: MN
Zip: 56301

Contact Name: Ben Voigt
Dept Phone: 320-333-3734
Alt Phone:
Fax:
Email: safd.ops@staugustafd.org

Billing Instructions:
Check One:
Invoice ☐ **Credit Card*** ☐

***A credit card authorization form will be sent upon receipt of signed agreement**

Services Purchased: ☐ PoliceGrantsHelp X FireGrantsHelp ☐ EMSGrantsHelp

	Grant Due Date	Total Net Price
Grant Writing Services		
○ **1 Vehicle Project AFG FY16 Full Application +Narratives:**	**TBD**	**$1750 (50% discount)**
OR		
○ **Narratives Only AFG FY16**	**TBD**	**$750 (50% discount)**

Terms and Conditions

Contract Delivery: Dept. and/or Agency takes full responsibility for submitting required information on time. Dept. and/or Agency is respo for submitting final grant application by the grant deadline. Failure to submit requested materials to write the grant or failure to submit gr application on time will result in rollover of project to next grant application cycle. Requests for contract cancellation will result in a 50% f the total value of the contract.

Billing: Invoice for grant writing agreement will be sent as soon as work is started for target grant. Complete payment must be received no than 30 days after receipt of invoice.

Collections: Client agrees to pay for all costs of collection, including but not limited to, reasonable attorney fees and other fees made nece nonpayment. Praetorian Group reserves the right to suspend all services until payment is received in full and may terminate this agreemer their discretion if Department and/or Agency fail to comply with the terms of this agreement. Accounts over 28 days past due shall be cha twenty-five dollar ($25.00) late fee.

Materials: Must be received 5 days prior to the grant application close date.

Signature: **tle:** _____ **Date:** _____

Email: safd.ops@staugustafd.org

Start

Click here to sign
safd.ops@staugustafd.org

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- 2

Pre-Planning Questionnaire
Fire/EMS: General Projects

IMPORTANT: This is not a grant application. **The following questions are designed to give our research team more information about the organization and proposed project. Your responses will also help you prepare grant applications since the requested information is frequently required to apply to grants. Please answer the questions thoughtfully and provide as much detail as possible.**

Organization Name: agency official name				
Physical Address:	street	county	state	zip
Project Contact:	Name Phone	title email		

What is this research for?	☐ Basic Fire Equipment/PPE describe ☐ Medical Equipment/Supplies/PPE describe ☐ Technology/Communications describe ☐ Vehicle describe ☐ Other describe
Item(s) is needed for:	☐General Fire Response ☐ General Medical Response ☐Search & Rescue ☐Reporting/Electronic Records ☐Other describe
Estimated project budget: includes equipment, training, shipping, etc.	

Project Details

- How will the equipment/technology/vehicle be used in daily operations?
  response
- What department problem(s) or community issues will this project address?
  example: Most of our PPE is 16 years old and no longer NFPA-compliant. New PPE will help ensure firefighter safety and allow more firefighters to respond
- Is this equipment request for a specialized division/team? ☐ Yes ☐ No
  example: Search and rescue team, community paramedic program, etc.

Will equipment benefit or be used by other jurisdictions, agencies or taskforces (confirmed or potential)?
☐ Yes ☐ No if applicable, list department and city

List 5 ways each project will strengthen or improve the community and/or agency

1. response
2. response
3. response
4. response
5. response

Community & Organization Overview

What jurisdiction(s) do you respond to?
tip: include mutual and automatic aid

Square miles and geographic features of response area
example: 200 square miles mostly comprised of wildland-urban interface. There is a lake, part of a state park, 4 large residential subdivisions, a retirement community and regional shopping center. We also have a high tourist population to the recreation activities and summer festivals.

Confidentiality: *The information contained in this worksheet is confidential and is intended only for viewing and distribution to relevant employees and contractors of Praetorian Digital*

Population served
see American Fact Finder for data
Average income and poverty level
see American Fact Finder for data
Major industry/businesses and other economic highlights
response
Critical infrastructure in response area
examples: water and power systems; chemical facilities; nuclear power plants; railroads or highways; transportation centers; oil/gas transmission pipelines; telecom infrastructure; places that support large public gatherings; other systems or key resources that impact the community's livability or economy

Describe your organization

- Agency type
  ☐Fire ☐Fire-Based EMS ☐EMS/Rescue ☐Specialized Team ☐Other explain
- Department Type ☐ Career ☐ Combination ☐ Volunteer ☐ University/Student-Led
  If volunteer, does the department have a nonprofit 501(c)3 status from the IRS? ☐ Yes ☐ No
- Department size include # career and volunteer
- What services does your organization provide? What safety/well-being concerns are the greatest in your community?
  example: We provide general fire protection, ALS medical response, fire prevention/education workshops in schools and search + rescue in the state park/mountains. Our most pressing safety concern is how the community's aging population and large tourist influx forces us to commit more funding to EMS response and minimal attention is given to basic firefighting equipment needs.
- Special designations or programs
  examples: hazmat, taskforces, regional training center, etc.
- List the community entities/partners you collaborate with
  examples: schools, churches, chamber of commerce, businesses, etc

Organization Grant & Procurement Practices

- Has this project been discussed with department decision-makers? ☐ Yes ☐ No
- Do you have permission to apply for a grant on behalf your agency? ☐ Yes ☐ No
- Are you the only person responsible for applying to grants on behalf of the agency? ☐ Yes ☐ No
- Who selects the priorities for programs and equipment? How is that selection made?
  example: Each division makes recommendations to the Chief who has the ultimate authority to decide on the grants targeted for projects.
- What grant programs and funding agencies have given to your department in the past?
  response
- For the past three years, describe the major expenses (excluding personnel) your agency incurred.
  tip: Focus on capital expenditures and significant purchases for department operations. Examples include vehicles, communications upgrade, new PPE, equipment (specify), maintenance, etc.

Organization Financial Synopsis

- How is your agency funded? ☐ Taxes ☐ Donations ☐ Fundraising ☐ Other explain
- Who controls your organization budget? Where can you obtain a copy?
  example: The Town Council controls our budget, but decisions on routine operating expenses are handled by the Department Treasurer. A budget can be obtained from the Town Clerk.
- What percentage of your annual budget is dedicated to personnel costs?
  tip: This includes salaries, overtime, stipends, insurance benefits (health, life, AD&D), etc.

Confidentiality: *The information contained in this worksheet is confidential and is intended only for viewing and distribution to relevant employees and contractors of Praetorian Digital*

- Describe any unique financial circumstances that preclude the organization from purchasing the equipment/technology/vehicle outright.
  example: City finances are strained due to much-needed infrastructure and road improvements that have been prioritized by the Town Council. We do receive some donations from the community, but it isn't enough to purchase enough safety gear for our entire department.

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OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: SAFE ROUTES TO SCHOOL

PROJECT NO. STAUG 128715
SP NO. 073-591-003; SRTS 7315(120)
OWNER STEARNS COUNTY
CONTRACTOR FRENCH LAKE CURB CO.

AGREEMENT DATE: 5/5/2015

FOR WORK ACCOMPLISHED THROUGH: 12/11/2015

ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
1	2021.501	MOBILIZATION	LS	$13,000.00	1.00	$13,000.00	0.05	$650.00	1.00	$13,000.00
2	2101.502	CLEARING	TREE	$300.00	1.00	$300.00		$0.00	3.00	$900.00
3	2101.507	GRUBBING	TREE	$500.00	1.00	$500.00		$0.00	3.00	$1,500.00
4	2104.501	REMOVE CONCRETE CURB AND GUTTER	L F	$6.00	9.00	$54.00		$0.00	10.00	$60.00
5	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	$6.50	28.00	$182.00		$0.00	120.50	$783.25
6	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$9.00	30.00	$270.00		$0.00	24.00	$216.00
7	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	$6.30	180.00	$1,134.00		$0.00	199.00	$1,253.70
8	2104.511	SAWING CONCRETE PAVEMENT	L F	$4.00	82.00	$328.00		$0.00	43.00	$172.00
9	2104.513	SAWING BITUMINOUS PAVEMENT	L F	$4.00	438.00	$1,752.00		$0.00	512.00	$2,048.00
10	2104.523	SALVAGE HYDRANT	EACH	$480.00	3.00	$1,440.00		$0.00	3.00	$1,440.00
11	2104.523	SALVAGE CONCRETE APRON	EACH	$195.00	1.00	$195.00		$0.00	1.00	$195.00
12	2104.523	SALVAGE METAL APRON	EACH	$195.00	1.00	$195.00		$0.00	1.00	$195.00
13	2104.523	SALVAGE SIGN	EACH	$35.00	3.00	$105.00	4.00	$140.00	4.00	$140.00
14	2105.501	COMMON EXCAVATION (P)	C Y	$38.00	104.00	$3,952.00		$0.00	104.00	$3,952.00
15	2105.523	COMMON BORROW (LV) (P)	C Y	$19.00	210.00	$3,990.00	160.00	$3,040.00	370.00	$7,030.00
16	2105.602	GRAVEL ENTRANCE RESTORATION	EACH	$240.00	3.00	$720.00		$0.00	4.00	$960.00
17	2231.604	BITUMINOUS PATCH SPECIAL	S Y	$102.00	80.00	$8,160.00		$0.00	137.00	$13,974.00
18	2360.503	TYPE SP 9.5 WEAR CRS MIX(3,C)2" THICK	SY	$116.00	33.00	$3,828.00		$0.00	35.00	$4,060.00
19	2501.511	12" CS PIPE CULVERT	L F	$37.00	13.00	$481.00		$0.00	12.00	$444.00
20	2501.511	12" RC PIPE CULVERT CLASS V	L F	$36.00	32.00	$1,152.00		$0.00	32.00	$1,152.00
21	2501.511	24" RC PIPE CULVERT CLASS V	L F	$69.00	12.00	$828.00		$0.00	18.00	$1,242.00
22	2501.515	F&I 12" RC PIPE APRON	EACH	$770.00	2.00	$1,540.00		$0.00	2.00	$1,540.00
23	2501.573	INSTALL PIPE APRON (SALVAGED)	EA	$330.00	2.00	$660.00		$0.00	2.00	$660.00
24	2504.602	INSTALL SALVAGED HYDRANT ASSEMBLY	EA	$1,100.00	3.00	$3,300.00		$0.00	3.00	$3,300.00
25	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$3,600.00	3.00	$10,800.00		$0.00	3.00	$10,800.00
26	2521.501	4" CONCRETE WALK	S F	$3.55	11,453.00	$40,658.15		$0.00	11,238.00	$39,894.90
27	2521.501	6" CONCRETE WALK	S F	$6.75	754.00	$5,089.50		$0.00	1,192.50	$8,049.38
28	2531.501	CONCRETE CURB & GUTTER DESIGN D418	L F	$28.50	139.00	$3,961.50		$0.00	135.00	$3,847.50
29	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$45.00	25.00	$1,125.00		$0.00	54.20	$2,439.00
30	2531.604	7" CONCRETE VALLEY GUTTER	LF	$28.00	123.00	$3,444.00		$0.00	130.00	$3,640.00
31	2531.618	TRUNCATED DOMES	S F	$44.75	108.00	$4,833.00		$0.00	108.00	$4,833.00
32	2563.601	TRAFFIC CONTROL	LS	$3,400.00	1.00	$3,400.00	0.10	$340.00	1.00	$3,400.00
33	2564.531	SIGN PANELS -TYPE C	S F	$40.00	136.00	$5,440.00	125.00	$5,000.00	125.00	$5,000.00

OWNER
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APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: SAFE ROUTES TO SCHOOL

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SP NO. 073-591-003; SRTS 7315(120)
OWNER STEARNS COUNTY
CONTRACTOR FRENCH LAKE CURB CO.

AGREEMENT DATE: 5/5/2015

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ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
34	2563.602	DYNAMIC SPEED DISPLAY SIGN	EACH	$8,900.00	2.00	$17,800.00	2.00	$17,800.00	2.00	$17,800.00
35	2564.602	INSTALL SIGN	EACH	$175.00	3.00	$525.00	4.00	$700.00	4.00	$700.00
36	2572.602	TREE PRUNING	EACH	$100.00	5.00	$500.00		$0.00	5.00	$500.00
37	2573.502	SILT FENCE, TYPE MS	L F	$2.75	501.00	$1,377.75		$0.00	479.00	$1,317.25
38	2574.508	FERTILIZER TYPE 2	LB	$2.25	130.00	$292.50		$0.00	350.00	$787.50
39	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	$23.00	294.00	$6,762.00		$0.00	0.00	$0.00
40	2575.501	SEEDING	ACRE	$2,600.00	0.40	$1,040.00		$0.00	1.20	$3,120.00
41	2575.501	SEEDING-TEMPORARY	ACRE	$1,000.00	0.40	$400.00		$0.00	0.00	$0.00
42	2575.502	SEED MIXTURE 22-111	LB	$3.50	24.00	$84.00		$0.00	0.00	$0.00
43	2575.502	SEED MIXTURE 25-151	LB	$2.70	88.00	$237.60		$0.00	400.00	$1,080.00
44	2575.523	EROSION CONTROL BLANKETS CATEGORY 1	S Y	$2.20	1,765.00	$3,883.00		$0.00	6,000.00	$13,200.00
45	2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	$1.50	925.00	$1,387.50		$0.00	0.00	$0.00
46	2582.618	PAVEMENT MARKING SPECIAL	S F	$3.40	306.00	$1,040.40	342.00	$1,162.80	342.00	$1,162.80
	TOTAL ITEMS BID					$162,146.90		$28,832.80		$181,788.28
WORK ORDER NO. 1										
47	2504.602	ADJUST HYDRANT AND GAVE VALVE	EACH	$1,294.26	1.00	$1,294.26		$0.00	1.00	$1,294.26
	TOTAL WORK ORDER NO. 1					$1,294.26		$0.00		$1,294.26
WORK ORDER NO. 2										
19A	2501.511	12" CS PIPE CULVERT	L F	$37.00	(12.00)	($444.00)	(12.00)	($444.00)	(12.00)	($444.00)
48	2104.501	REMOVE PIPE DRAIN	L F	$12.00	30.00	$360.00	30.00	$360.00	30.00	$360.00
49	2104.509	REMOVE METAL APRON	L F	$24.00	2.00	$48.00	2.00	$48.00	2.00	$48.00
50	2501.511	15" CS PIPE CULVERT	L F	$42.00	12.00	$504.00	12.00	$504.00	12.00	$504.00
	TOTAL WORK ORDER NO. 2					$468.00		$468.00		$468.00
WORK ORDER NO. 3										
14A	2105.501	COMMON EXCAVATION (P)	C Y	$17.00	560.00	$9,520.00	560.00	$9,520.00	560.00	$9,520.00
51	2211.503	AGGREGATE BASE CLASS 5 (CV)	C Y	$17.63	45.00	$793.35	45.00	$793.35	45.00	$793.35
	TOTAL WORK ORDER NO. 3					$10,313.35		$10,313.35		$10,313.35

OWNER
CONTRACTOR
SEH

APPLICATION FOR PAYMENT NO. 3

CONTRACTOR FOR: SAFE ROUTES TO SCHOOL

PROJECT NO. STAUG 128715
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OWNER STEARNS COUNTY
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ITEM	MNDOT	DESCRIPTION	UNIT	UNIT COST	CONTRACT QUANTITY	CONTRACT AMOUNT	THIS PAYMENT QUANTITY	THIS PAYMENT AMOUNT	WORK TO DATE QUANTITY	WORK TO DATE AMOUNT
SUMMARY										
TOTAL ITEMS BID						$162,146.90		$28,832.80		$181,788.28
TOTAL WORK ORDER NO. 1						$1,294.26		$0.00		$1,294.26
TOTAL WORK ORDER NO. 2						$468.00		$468.00		$468.00
TOTAL WORK ORDER NO. 3						$10,313.35		$10,313.35		$10,313.35
TOTAL						$174,222.51		$39,614.15		$193,863.89

* Payment No. 3 - fixed transposed items: 5, 6, 24, 25, 33, 34, 40 and 41.

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute.

Gross Amount Due	$193,863.89
Less Retainage (5%)	$9,693.19
Amount Eligible to Date	$184,170.70
* Less Previous Payments	$144,713.25
Amount Due This Application	**$39,457.45**

SUBMITTED FRENCH LAKE CURB CO.
PO BOX 127
KIMBALL, MN 55353-0127
BY: [signature] DATE: 02/24/16

RECOMMENDED SEH
PO BOX 1717
ST. CLOUD, MN 56302-1717
BY: [signature] DATE: 2/24/16

APPROVED STEARNS COUNTY
455 28TH AVE S
WAITE PARK, MN 56387
BY: _____ DATE: _____

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 St. Augusta 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://app.dps.mn.gov/cjdn.

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

2.6 Access granted.

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

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

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

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

2.**9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

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

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

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

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

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

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

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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 Janelle Kendall, County Attorney, 705 Courthouse Square, Room 448, St. Cloud, MN 56303-4701, (320) 656-3880, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

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

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of St. Augusta 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 105847, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

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

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

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

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

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

11. [reserved]

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

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

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

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

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

15. WARRANTY DISCLAIMERS.

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

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

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 2016-05

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF St. Augusta ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of St. Augusta 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 Agreement 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 St. Augusta, 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 St. Augusta on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Stearns County Attorney-,Jenelle Kendall, 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, any Assistant Stearns County Attorney is appointed as the Authorized Representative's designee.

3. That B.J. Kroll, the Mayor for the City of St. Augusta, and William R. McCabe, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 2nd day of March, 2016.

CITY OF St. Augusta

_____

By: B.J. Kroll
Its Mayor

ATTEST:_____
By: William R. McCabe
Its City Clerk

SMITH•SCHAFER
& ASSOCIATES, LTD.
Certified Public Accountants and Consultants

Members of American Institute of CPAs,
Private Companies Practice Section, Minnesota Society of CPAs

February 22, 2016

Bill McCabe, City Administrator/Clerk
City of St. Augusta
1914 - 250th Street
St. Augusta, MN 56301

Dear Bill:

Thank you for the opportunity to propose continuing professional services for the City of St. Augusta for the years ended December 31, 2016, 2017 and 2018.

We propose the following fee structure for the three-year term of this proposal:

Description of Services	2016	2017	2018
Audit services including presentation of the financial statements to the City Council	$13,100	$13,625	$14,175
Preparation of the City's financial statements and state reporting form	$5,725	$5,950	$6,175
Totals	**$18,825**	**$19,575**	**$20,350**

The quoted fees are all-inclusive unless unusual circumstances are encountered during our examinations. If such circumstances occur, we would discuss any additional fees with you prior to performing the services.

For your reference, the fees for the year ended December 31, 2015 were $12,350 for the audit services and $5,400 for the preparation of the City's financial statements and state reporting form.

If you would like to retain the services of our firm in accordance with the above, please sign where indicated on the next page and return this letter to us in the enclosed return envelope. We will issue an engagement letter with the above quoted prices before we begin fieldwork each year.

Maplewood Office • 2035 E County Road D • Suite A • Maplewood MN 55109 • PH (651) 770-8414 • FAX (651) 770-5175
Offices in: Edina, Red Wing, and Rochester • www.smithschafer.com

PrimeGlobal Member of PrimeGlobal, A Global Association of Independent Accounting Firms

A second copy of this letter is provided for your records.

We hope that you have enjoyed working with us and we appreciate the opportunity to propose continuing services for the City of St. Augusta. If you have any questions, please feel free to call.

Sincerely,

SMITH, SCHAFER AND ASSOCIATES, LTD.

Jason C. Miller, CPA
Principal

Response:
On behalf of the City of St. Augusta, I am in agreement with the terms listed in this letter.

Signature: _____

Title: _____

Date: _____

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Private Companies Practice Section, Minnesota Society of CPAs

February 22, 2016

Bill McCabe, City Administrator/Clerk
City of St. Augusta
1914 - 250th Street
St. Augusta, MN 56301

Dear Bill:

Thank you for the opportunity to propose continuing professional services for the City of St. Augusta for the years ended December 31, 2016, 2017, 2018, 2019 and 2020.

We propose the following fee structure for the five-year term of this proposal:

Description of Services	2016	2017	2018	2019	2020
Audit services including presentation of the financial statements to the City Council	$12,975	$13,475	$14,025	$14,575	$15,150
Preparation of the City's financial statements and state reporting form	$5,675	$5,925	$6,150	$6,375	$6,625
Totals	**$18,650**	**$19,400**	**$20,175**	**$20,950**	**$21,775**

The quoted fees are all-inclusive unless unusual circumstances are encountered during our examinations. If such circumstances occur, we would discuss any additional fees with you prior to performing the services.

For your reference, the fees for the year ended December 31, 2015 were $12,350 for the audit services and $5,400 for the preparation of the City's financial statements and state reporting form.

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Sincerely,

SMITH, SCHAFER AND ASSOCIATES, LTD.

Jason C. Miller, CPA
Principal

Response:
On behalf of the City of St. Augusta, I am in agreement with the terms listed in this letter.

Signature: _____

Title: _____

Date: _____