

Lakeland Shores City Council Meeting  
May 4, 2023, 6:30 p.m.  
Lake St. Croix Beach City Hall



*a special place to be!*

**1) Regular Council Meeting**

- Call to Order
- Roll Call
- Pledge of Allegiance
- Adopt Agenda

**2) Consent Agenda (Items may be pulled for discussion and/or separate action)**

- A) Approve Monthly Claims
- B) March 2, 2023 City Council Meeting Minutes
- C) Resolution No. 2023-05, Joint Powers Agreement and Court Agreement

**3) Public Comments**

- A) Lions Club

**4) Unfinished and New Business**

- A. Consideration of 2023 Road Project Bids
- B. Consideration of Resolution No. 2023-04, Condemned Property, 16599 2<sup>nd</sup> Street North

**5) Council and Staff Reports**

- A) Staff Updates
  - i. City Clerk
  
- B) Mayor and Council Reports
  - i. Council Member Schroeder
  - ii. Council Member Wilson
  - iii. Council Member Hatten
  - iv. Council Member Jacobs
  - v. Mayor Bischoff

**6) Adjourn**

**City of Lakeland Shores**  
**Disbursement Detail - Claims to be Approved**  
**April 1 through April 30, 2023**

Checks Numbered		Description	Amount
From	To		
EFT	4248      4250	AT & T, MN PERA, Xcel Energy	\$      284.82
Payroll	7221      7225	Elected Official Payroll April 2023	\$      820.24
Vendor Checks	7226      7232	Vendor Check Payments**	\$    19,804.59
<b>Total Claims to Be Approved</b>			<b><u>\$    20,909.65</u></b>

\*\* Attached Copy of Invoice for check listed below:

Check	7226	Lower St. Croix Valley Fire - 2nd quarter	\$    7,607.75
Check	7231	Stenslund Inspections	\$    9,436.30
Check	7232	Short Elliott Hendrickson	\$      662.76

Prepared by Neil Soltis, Treasurer

Date Range : 4/1/2023 To 4/30/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
04/03/2023	Lower St Croix Valley Fire District	Tax levy q1 2023	10486	\$7,607.75	100-42201-405-	Fire Protection	\$7,607.75
04/12/2023	Xcel Energy - EFT	Acct # 51-6971717-9 Street Lighting - 16695 N 3rd St #652184130	10487	\$106.32	100-43160-381-	Street Lighting	\$106.32
04/17/2023	AT & T Mobility (EFT)	Inv#287268193497X091 52020 Cell Phone	10488	\$88.50	100-41901-321-	General Management	\$88.50
04/17/2023	MN PERA - EFT	PERA - 2023 April	10489	\$90.00	100-41101-121- 100-41101-173-	Mayor/Council Mayor/Council	\$45.00 \$45.00
04/17/2023	City of Lake St Croix Beach	City hall and storage cabinet rent	10490	\$150.00	100-41901-412-	General Management	\$150.00
04/17/2023	City of St Mary's Point	Recycling Services - April	10491	\$547.78	100-43241-405-	Recycling	\$547.78
04/17/2023	Cowboys N Clowns	Clerk - 2023 April	10492	\$1,000.00	100-41425-310-	Clerk	\$1,000.00
04/17/2023	Neil Solits	Treasurer - 2023 April	10493	\$400.00	100-41510-405-	Treasurer	\$400.00
04/12/2023	Stenslund Inspections	Inv - 2023 - April Bldg Prmt LS 23-07 to 11	10494	\$9,436.30	100-42408-405-	Building Inspections	\$9,436.30
04/19/2023	Short-Elliott-Hendrickson Inc	Engineering Services - through 3/31 - Invoice# 444536	10495	\$662.76	203-43101-310-311 801-43101-310-128 801-43101-310-130	Engineering Services Engineering Services Engineering Services	\$222.96 \$328.32 \$111.48

Date Range : 4/1/2023 To 4/30/2023

Date Vendor

Description

Claim #

Total

Account #

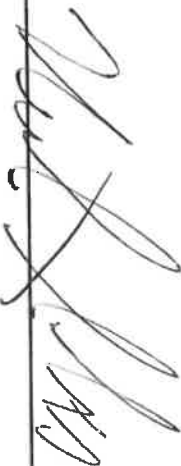
Account Name

Detail

Total For Selected Claims

\$20,089.41

\$20,089.41

  
 \_\_\_\_\_ TREASURER \_\_\_\_\_  
 \_\_\_\_\_ 4/23/23 \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_

Lower St Croix Valley Fire District

Lakeland, MN 55043-0234

# Invoice

Date	Invoice #
3/27/2023	LevyQ22023

Bill To
City of Lakeland Shores C/O Treasurer P O Box 246 Lakeland, MN 55043

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Fire Protection Services - Q2 2023	7,607.75	7,607.75
		<b>Total</b>	<b>\$7,607.75</b>

**STENSLAND INSPECTIONS**

15199 8<sup>th</sup> St N

Stillwater, MN 55082

**INVOICE**

DATE: April 2023

**BILLED TO:**

City of Lakeland Shores Box 246 Lakeland, MN 55043

**DATE            DESCRIPTION**

<b>April 2023</b>	<b>Building Permits</b>  Permit # LS23-07 THRU LS23-11
<b>TOTAL</b>	<b>\$9436.30</b>

Building Permit Activity

City of Lakeland Shores

2023

Permit #	Resident	Address	Project	Valuation	State Fee	Insp/Plan Fee	City Fee	Total Fee
<b>JANUARY</b>								
LS22-80	Bob Larson	16788 Division Ct	Window	2300.00	1.00	104.75	49.25	155.00
LS23-01	Brian Ruggles	16511 Division St	Reroof	25000.00	1.00	104.75	49.25	155.00
<b>FEBRUARY</b>								
LS23-02	James Hvdoba	16777 Division St	Water Softener	2600.00	1.00	80.00	14.00	95.00
<b>MARCH</b>								
LS23-03	Thomas Savage	65 Lakeland Shores Rd	window/door	15000.00	1.00	104.75	49.25	155.00
LS23-04	Regina Kopesky	16601 2nd St S	Reroof	34000.00	2.00	209.50	98.50	310.00
LS23-05	Frank Konchal	16780 2nd St N	Boiler	4300.00	1.00	104.75	49.25	155.00
LS23-06	Steven Jacobs	135 St Croix Trail N	Metal Roof	30000.00	2.00	209.50	98.50	310.00
<b>APRIL</b>								
LS23-07	STEVE DEMIKE	391 QUINLAN AVE S	REROOF	18000.00	1.00	104.75	49.25	155.00
LS23-08	RICK GIVENS	165 QUINLAN AVE S	REROOF	13000.00	1.00	104.75	49.25	155.00
LS23-09	BREDA HICKEY	16645 1ST ST S	REROOF/RESIDE	60000.00	3.00	314.25	147.75	465.00
			WINDOWS(14)					
LS23-10	RICK GIVENS	165 QUINLAN AVE S	RESIDE	14000.00	1.00	104.75	49.25	155.00
LS23-11	RICHARD BAYLON	165 LAKELAND SHORES F SINGLE FAMILY		1300000.00	650.00	8807.80	4092.66	13550.46
<b>TOTALS</b>					656.00	9436.30	4387.50	14480.46



# Invoice

Invoice Number: 444536

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



**BILL TO:**

Accounts Payable  
City of Lakeland Shores  
PO Box 246  
Lakeland Shores MN 55043

<b>Pay This Amount</b>	<b>\$662.76</b>
Due Date	12-MAY-23
Invoice Date	12-APR-23
Bill Through Date	31-MAR-23
Terms	30 NET
SEH Customer Acct #	1384
Customer Project #	
Agreement / PO #	155010

**REMIT PAYMENT TO:**

Short Elliott Hendrickson, Inc.  
PO Box 64780  
Saint Paul, MN 55164-0780

Project Manager	John Parotti jparotti@sehinc.com 715.246.9906
Client Service Manager	John Parotti jparotti@sehinc.com 715.246.9906
Accounting Representative	Janelle Stephens jstephens@sehinc.com 715.246.9906

Project #	Project Name	Project Description
155010	LAKSH 2020-22 City Eng Svcs	2020-22 City Engineering Services

**Notes:**

**CC:**

lakelandshores@gmail.com

**Task: 1302 - Comcast Street Opening Permit Review**

**Direct**

Personnel	Hours	Amount
Senior Project Manager	0.50	\$111.48
	<u>0.50</u>	<u>\$111.48</u>

**Task: 1302 Total: \$111.48**



# Invoice

Invoice Number: **444536**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

## Task: 5023 - 2023 Street Improvement Project

### Direct

Personnel	Hours	Amount	
Senior Project Manager	1.00	\$222.96	
	<u>1.00</u>		<b>\$222.96</b>
			<b>Task: 5023 Total: \$222.96</b>

## Task: 9018 - 165 Lakeland Shores Road; Site Grading Plan Review

### Direct

Personnel	Hours	Amount	
Senior Project Manager	1.25	\$278.71	
Senior Admin Assistant	0.40	\$49.61	
	<u>1.65</u>		<b>\$328.32</b>
			<b>Task: 9018 Total: \$328.32</b>

<b>Invoice total</b>	<b>\$662.76</b>
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# Lakeland Shores City Council Meeting Minutes | 2023 March 2

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## Regular City Council Meeting

**Lakeland Shores City Council Meeting Call to Order:** Mayor Bischoff opened the March 2, 2023 City Council meeting at 6:30 p.m.

**Council Present:** Council Member Tim Hatten, Council Member Tim Schroeder, Council Member Tom Wilson, Council Member Jacobs, and Mayor John Bischoff

**Council Absent:** None

**Staff Present:** Interim City Clerk

The Pledge of Allegiance was said.

**Review and Approve Meeting Agenda:** Council Member Hatten made a motion to approve the agenda, as presented. Council Member Jacobs seconded the motion. Motion carried 5-0. Agenda was approved as presented.

**Review and Approve Consent Agenda** (Items may be pulled for discussion or separate action):

- A) Approve Monthly Claims
- B) January 5, 2023 City Council Meeting Minutes

**Council Member Jacobs made a motion to approve the consent agenda, as presented. Council Member Hatten seconded the motion. Motion carried 5-0. Consent agenda was approved.**

### Public Comments

John Tetzlaff, Yellow Ribbon Alliance Lower St. Croix Valley – Mr. John Tetzlaff came forward and requested help in terms of volunteers for events held by the Yellow Ribbon. A big event is held annually and volunteers are needed from each City. The proceeds from the events go to help Veterans. The cities need to get involved in these events and there is a volunteer sign up list on the website.

Ms. Reggie Kopesky came forward and stated Randy Kopesky feels very strong about this group and she is carrying on with that work. She noted some services that the group provides and requested all of the cities get involved.

### Unfinished and New Business:

**Consideration of Deputy Mayor Appointment** – Staff requested the Council consider appointing a Deputy Mayor in there is a meeting absence of the Mayor.

# Lakeland Shores City Council Meeting Minutes | 2023 March 2

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**Council Member Schroeder made a motion to appoint Council Member Hatten as Deputy Mayor. Council Member Jacobs seconded the motion. Motion carried 5-0. Deputy Mayor Hatten was appointed.**

**Consideration of 2023 Road Project** – Mayor Bischoff reviewed a memo provided by the City Engineer outlining options for a 2023 Road Project. He stated the City has not done a major project in quite some time. There is nothing out there that needs immediate attention but some of the Aarp funds are available for a project.

**Council Member Wilson made a motion to obtain bids for a mill and overlay with drainage improvements in selected locations for a construction completion in 2023. Council Member Hatten seconded the motion. Motion carried 5-0. Obtaining Bids for 2023 Road Project was approved.**

## **Council and Staff Reports:**

**City Clerk/Zoning Administrator Report** – No report.

## **Mayor and Council Reports:**

**Council Member Schroeder** – Council Member Schroeder inquired about the date of the annual Clean Up Day and advised the Fire Board is completing commercial inspections.

**Council Member Wilson** – Council Member Wilson stated there are some outdated items on the City website and if anyone sees any send them to the City Clerk.

**Council Member Hatten** – Council Member Hatten stated the County attended the five-city meeting and they are considering extending the County trail to Stillwater for a regional trail.

**Council Member Jacobs** – No report.

**Mayor Bischoff** – Mayor Bischoff requested everyone be patient with the plowing as it has been a difficult year and they are going a good job.

**Adjourn: Mayor Bischoff made a motion to adjourn the meeting. Council Member Wilson seconded the motion; Motion carried 5-0. Mayor Bischoff adjourned the meeting at 7:15 p.m.**

City Council of Lakeland Shores

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John Bischoff, Mayor

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Interim City Clerk

DRAFT

**RESOLUTION NO. 2023-05**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF LAKELAND SHORES ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lakeland Shores, 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 Lakeland Shores on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Supervising Prosecutor, Joseph Kelly, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Supervising Prosecutor, Joseph Kelly, 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.
4. That Tim Hatten, the Deputy Mayor for the City of Lakeland Shores, and K.Points , the Interim City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 4th day of May, 2023.

CITY OF LAKELAND SHORES

\_\_\_\_\_  
By: [Tim Hatten]  
Its Deputy Mayor

ATTEST: \_\_\_\_\_  
By: K.Points  
Its Interim City Clerk



# State of Minnesota Joint Powers Agreement

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

## Recitals

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

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

## Agreement

### 1 Term of Agreement

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

### 2 Agreement Between the Parties

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

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

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

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

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

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

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

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

particular transaction.

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

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

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

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

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

### **3 Payment**

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

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

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

### **4 Authorized Representatives**

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

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

Saint Paul, MN 55106  
Telephone: 651.793.2007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

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

Name: Joseph Kelly, Attorney  
Address: 2350 Wycliff St, Ste 200  
St. Paul, MN 55114  
Telephone: 651.224.3781  
Email Address: [jkelly@kellyandlemmons.com](mailto:jkelly@kellyandlemmons.com)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

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

## 6 Liability

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

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

## 8 Government Data Practices

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

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

## 9 Investigation of Alleged Violations; Sanctions

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

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

### 9.2 Sanctions Involving Only BCA Systems and Tools.

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

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

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

### **9.3 Sanctions Involving Only Court Data Services**

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

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

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

### **10 Venue**

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

### **11 Termination**

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

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

### **12 Continuing Obligations**

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

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

**1. GOVERNMENTAL UNIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

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

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

# **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Lakeland Shores 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 153944, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access 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](http://www.courts.state.mn.us).

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

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

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

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

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

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

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

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

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

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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



Building a Better World  
for All of Us®

# MEMORANDUM

TO: Mayor Bischoff and Lakeland Shores City Council

FROM: John D. Parotti, PE | City Engineer (Lic. MN, WI)

DATE: April 25, 2023

RE: 2023/2024 Street Improvement Project  
SEH No. LAKSH 155010 14.00

## BACKGROUND AND OPINION OF PROBABLE PROJECT COSTS

On March 2, 2023, the City of Lakeland Shores City Council has approved solicitation of bids for the 2023 Street Improvement Project which includes the following streets:

- Quinlan Avenue between 4<sup>th</sup> Street South and Division Street
- Lakeland Shores Road from 125 Lakeland Shores Rd. to the south end

Based on observations made in 2022 and conversations with Mayor Bischoff, the project would consist of a milling of the existing asphalt surface to remove the top 1½” of the pavement followed by localized patching and a 1½” asphalt overlay. Mayor Bishoff and the City Engineer reviewed the project on April 21, 2023, for needed drainage improvements. Locations on Lakeland Shores Road could benefit from drainage improvements but the lack of public right-of-way, the presence of private improvements and the location of the water main will make such improvements difficult and expensive. Therefore, drainage improvements are not included as part of this project.

Below is a table of estimated costs for this project. Inflationary and contingency factors have been applied to past contractor bid prices to arrive at these estimates. These costs will be updated at each stage of project development or as requested until actual contractor bid prices have been received.

Project	Construction Costs Estimated Range <sup>(1)</sup>
2023 Street Improvements	\$175,000 - \$225,000

<sup>(1)</sup>The cost estimates provided constitute an engineer’s opinion of probable cost and are based on contractor prices for projects competitively bid in 2021 and 2022 in the Lower St. Croix Valley and updated to reflect early 2023 bidding. Actual costs will vary from these estimates due to inflation, material availability, size of project, projects already under contract at the time of bidding and site accessibility. The final project cost will not be known until project completion.

## SOLICITATION OF CONTRACTOR BIDS

The project bidding documents have been made available to interested contractors and the advertisement for bidding was run in the official City newspaper on April 9<sup>th</sup> and 16<sup>th</sup>. The bid opening will be conducted on May 1<sup>st</sup>, but the results won’t be available in time for the May 4<sup>th</sup> City Council agenda packets. Therefore, the City Engineer will present bid results to the City Council at the May 4<sup>th</sup> meeting.

x:\ko\laksh\155010\streets\2023 street improvement project\cc memo 2023\_04\_25.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 156 High Street, Suite 300, New Richmond, WI 54017-1128

715.246.9906 | 888.881.4281 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



# TABULATION OF BIDS

**2023 Street Improvements**  
**Lakeland Shores, Minnesota**  
**SEH No.: LAKSH 155010**  
**Bid Date: 10:00 a.m., Monday, May 1, 2023**

Item No.	Item	Unit	Est. Quantity	OMG Midwest Inc. dba Minnesota Paving & Materials 14475 Quiram Rogers, MN 55374 \$119,846.25		Asiakson's Services Inc Address City, State Zip \$128,381.60		T.A. Schifsky & Sons, Inc Address City, State Zip \$129,938.10	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
01 55 25	Maintenance of Traffic	LS	1	\$2,500.00	\$2,500.00	\$3,750.00	\$3,750.00	\$3,600.00	\$3,600.00
01 71 13	Mobilization	LS	1	\$9,000.00	9,000.00	\$6,000.00	6,000.00	\$13,000.00	13,000.00
02 41 33	Adjust Valve Box - Water	Each	2	\$275.00	550.00	\$400.00	800.00	\$575.00	1,150.00
31 23 10	Excavation	CY	36	\$67.00	2,412.00	\$28.00	1,008.00	\$35.00	1,260.00
31 23 10	Select Granular Borrow	CY	30	\$11.00	330.00	\$50.00	1,500.00	\$35.00	1,050.00
32 01 16	Mill Bituminous Surface (0"-2")	SY	7640	\$2.50	19,100.00	\$1.30	9,932.00	\$4.84	36,977.60
32 11 22	Aggregate Base, Class 5 (Imported)	Ton	19	\$9.00	171.00	\$65.00	1,235.00	\$30.00	570.00
32 12 13	Bituminous Material for Tack Coat	GAL	382	\$2.00	764.00	\$4.75	1,814.50	\$3.75	1,432.50
32 12 16	Wearing Course Mix Spec 2360 (SPWEA330c)	Ton	970	\$79.00	76,630.00	\$85.28	82,721.60	\$60.00	58,200.00
32 12 16	Wearing Course Mix Spec 2360 (SPWEA330c) (DWY & PATCH) (R & R)	SY	409	\$19.50	7,975.50	\$33.00	13,497.00	\$27.00	11,043.00
32 92 12	Turf Restoration	SY	1655	\$0.25	413.75	\$3.70	6,123.50	\$1.00	1,655.00
<b>TOTAL BID PRICE</b>					<b>119,846.25</b>		<b>128,381.60</b>		<b>129,938.10</b>

CITY OF LAKELAND SHORES

WASHINGTON COUNTY

STATE OF MINNESOTA

**RESOLUTION NO. 2021-04**

**RESOLUTION ORDERING THE RAZING OF A HAZARDOUS BUILDING  
LOCATED AT 16599 2<sup>nd</sup> STREET NORTH, LAKELAND SHORES, MN 55043**

**WHEREAS**, pursuant to Minn. Stat. §§ 463.15 and 463.261 the City Council of the City of Lakeland Shores finds the building located at 16599 2<sup>nd</sup> Street North, to be a hazardous building for the following reasons: See attached Exhibit A.

**WHEREAS**, the conditions listed above are more fully documented in the inspection report prepared by Duane Stensland, City building official, on 10/18/21, a copy of which is attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lakeland Shores, Minnesota hereby adopt the following Resolution:

- 1) That pursuant to the foregoing findings and in accordance with Minn. Stat. §§ 463.15 and 463.261, the City Council Orders the record owners of the above hazardous building, or their representatives, to make the following corrections to the property located at 16599 2<sup>nd</sup> Street North, see attached Exhibit B.
- 2) That all of the repairs listed above must be made within ninety (90) days after the Order is served upon the property owner. The repairs must be completed in compliance with all applicable codes and regulations pursuant to proper permits from the City.
- 3) That if the repairs are not made within the time provided in paragraph 2, the building is ordered to be razed, the foundation filled, and the property left free of debris, in compliance with all applicable codes and regulations pursuant to proper permits from the City. This must be completed within fourteen (14) days after the initial time period provided in paragraph 2 has expired.
- 4) That a motion for Summary Enforcement of the Order will be made in District Court, County of Washington, State of Minnesota, in which the hazardous building is located unless corrective action is taken or unless an Answer is filed within the time specified in Minn. Stat. § 463.18 which is presently twenty (20) days.
- 5) That in accordance with Minn. Stat. § 463.24 the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within seven (7) days after the initial time period provided in paragraph 2 has expired. If the property and/or fixtures are removed and the City enforces this Order, all enforcement

costs will be specially assessed against the property and collected in accordance with Minn. Stat. §§ 463.161, 463.21, and 463.22.

- 6) That the City Attorney is authorized to serve this Order upon the owner of the premises at 16599 2<sup>nd</sup> Street North., and all lien holders of record.
- 7) That the City Attorney is authorized to proceed with enforcement of this Order as provided in Minn. Stat. §§ 463.15 and 463.261.

**EFFECTIVE DATE.** This Resolution and Order shall take effect this 4th day of May, 2023.

CITY OF LAKELAND SHORES

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deputy Mayor

Attest: \_\_\_\_\_  
City Clerk, City of Lakeland Shores

**EXHIBIT A**

**Ten (10) attachments**

Building Department

*City of Lakeland, Florida*

JURISDICTION

*151-436-1288*

PHONE

**DANGEROUS  
KEEP OUT**

THIS STRUCTURE IS

**UNINHABITABLE**

ADDRESS

*1514 1st St*

DATE *10-1-91*

INSPECTOR

*John J. ...*

BUILDING OCCUPANTS NAME AND DESCRIPTION

*Armed ...*

**CONTACT BUILDING DEPARTMENT BEFORE PROCEEDING WITH ANY WORK  
(SEE INSPECTION REPORT)**

**DO NOT REMOVE THIS PLACARD UNTIL AUTHORIZED BY GOVERNING AUTHORITY**

RED

Lower St. Croix Valley Fire Department  
*Jim Stanley, Fire Chief*

Lower St. Croix Valley Fire Department  
*Robert Corey, Deputy Chief-Fire Marshal*



Lower St. Croix Valley Fire Protection  
*Tom Wilson, Chairman*

1560 St. Croix Trl. S  
Lake St. Croix Beach, Minnesota 55043

Telephone: 651-436-7033  
Facsimile: 651-436-1620  
Web: [www.lscv.org](http://www.lscv.org)

November 13, 2019

EHLERS CHAD A  
16599 2ND ST N  
LAKELAND SHORES, MN 55043

## FIRE INSPECTION CORRECTION NOTICE

RE: 16599 2<sup>nd</sup> St N  
Lakeland Shores, MN 55043  
Ref. #11132019

Dear Property Representative:

Your building was inspected in March 24, 2019 for the report of a structure fire on the premises. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date.

A re-inspection will be made by appointment, but the building is to not be occupied until the inspection is completed.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.

### DEFICIENCY LIST

1. **110.1 General.** If during the inspection of a premises, a building or structure, or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section, and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required. **Your fire was back in March and we are 8 months later. This building is a safety concern which needs to be taken care of. You are also in violation of City Ordinance 130.05 section 1. A game plan is to be made with the City to have your structure that was effected by the fire to be removed or repaired.**

2. **109.2 Owner/occupant responsibility.** Correction and abatement of violations of this code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions. **It is your responsibility to have this correction fixed and free of violations.**

You have the right to appeal these orders to the Fire Marshal or Lakeland Shores Council. Applications for appeals may be obtained at the Lower St. Croix Valley Fire Department, 1560 St. Croix Trl S, Lakeland, MN 55043 Phone: (651-436-7033) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [robjoecorey26@gmail.com](mailto:robjoecorey26@gmail.com) or call me at 651-436-7033 or 651-485-9294 between 8:00 a.m.- 5:00 p.m. Monday thru Friday. Please help to make the Lower St. Croix River Valley a safer place in which to live and work.

Sincerely,

Rob Corey  
Deputy Chief- Fire Marshal  
Ref. #11132019



February 23, 2022

City of Lakeland Shores  
PO Box 246  
Lakeland, MN 55043

Chad Ehlers  
16599 2<sup>nd</sup> Street North  
Lakeland, MN 55043

RE: Condemned Building on Property

Dear Mr. Ehlers:

At the November 1, 2021 City Council Meeting, the City Council directed staff to formally notice the condemned building and provide a deadline for removal by December 31, 2021.

To date, the building has not been removed and there has been no communication from you. The City is properly noticing you that the City of Lakeland Shores is turning the matter over to the City Attorney to file a zoning violation to enforce the removal of the building.

The City is seeking a zoning infraction that may include authorization for the City of Lakeland Shores to remove the building with those expenses potentially being assessed to the property.

Sincerely,

K.Points  
Interim Clerk

Lower St. Croix Valley Fire Department  
*Jim Stanley, Fire Chief*

Lower St. Croix Valley Fire Department  
*Robert Corey, Deputy Chief-Fire Marshal*



Lower St. Croix Valley Fire Protection  
*Richard Bend, Chairman*

1560 St. Croix Trl. S  
Lake St. Croix Beach, Minnesota 55043

Telephone: 651-436-7033  
Facsimile: 651-436-1620  
Web: [www.lscv.org](http://www.lscv.org)

March 16, 2022

EHLERS CHAD A  
16599 2ND ST N  
LAKELAND SHORES, MN 55043

## RE- FIRE INSPECTION CORRECTION NOTICE

RE: 16599 2<sup>nd</sup> St N  
Lakeland Shores, MN 55043  
Ref. #11132019

Dear Property Representative:

Your building was inspected on March 24, 2019 for the report of a structure fire on the premises. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected prior to the re-inspection date.

A re-inspection will be made by appointment, but the building is to not be occupied until the inspection is completed.

**YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.**

### DEFICIENCY LIST

- 1. 110.1 General.** If during the inspection of a premises, a building or structure, or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section, and shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required. **Your fire was back in March of 2019 and we are 3 years later. This building is a safety concern which needs to be taken care of. You are also in violation of City Ordinance 130.05 section 1. A game plan is to be made with the City to have your structure that was effected by the fire to be removed or repaired. We have been dealing with this situation for some time now. We have been**

**very lenient on the time frame of this process. This is a final notice before action is to be taken.**

- 2. 109.2 Owner/occupant responsibility.** Correction and abatement of violations of this code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions. **It is your responsibility to have this correction fixed and free of violations.**

You have the right to appeal these orders to the Fire Marshal or Lakeland Shores Council. Applications for appeals may be obtained at the Lower St. Croix Valley Fire Department, 1560 St. Croix Trl S, Lakeland, MN 55043 Phone: (651-436-7033) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [robjoecorey26@gmail.com](mailto:robjoecorey26@gmail.com) or call me at 651-436-7033 or 651-485-9294 between 8:00 a.m.- 5:00 p.m. Monday thru Friday. Please help to make the Lower St. Croix River Valley a safer place in which to live and work.

Sincerely,

Rob Corey  
Deputy Chief- Fire Marshal  
Ref. #11132019

# Kelly & Lemmons, P.A.

A T T O R N E Y S A T L A W

Kevin M. Beck<sup>†</sup>

[kbeck@kellyandlemmons.com](mailto:kbeck@kellyandlemmons.com)

<sup>†</sup>Licensed in Minnesota and Utah

May 10, 2022

Chad A. Ehlers  
16599 2<sup>nd</sup> St. N  
Lakeland Shores, MN 55043

## **RE: Structurally Deficient Building – Correction Notice**

Dear Mr. Ehlers:

I am the City Attorney for the City of Lakeland Shores. If you are represented by legal counsel, please forward this correspondence to them.

Since March 2019, you have received multiple notices from the City related to structural deficiencies in your building at 16599 2<sup>nd</sup> Street North.

Specifically, notices were sent by Fire Marshal Rob Corey on November 13, 2019 and March 16, 2022. Each notice identified the safety concerns and the deficiencies needed to be corrected before a re-inspection can be completed. The March 16 letter noted that it was “**a final notice before action is to be taken**” by the City. (emphasis in original).

Pursuant to City Code § 10.98(E), if a person fails to comply with the City Code, the City “may institute appropriate proceedings to . . . abate the violation.” Maintaining a public nuisance is made a misdemeanor offense pursuant to City Code §130.05(A), punishable by a maximum of 90 days in jail, a \$1,000 fine, or both. Additionally, per §130.05(A)(6), if a public nuisance “exists 30 days after a notice to correct the condition has been given to any owner . . . the City may contract for the correction of the condition and certify the cost of correction to the County Auditor for collection with the real estate taxes.”

It has now been over three years since your property was first inspected on March 24, 2019 and a notice to correct was provided to you. Yet, the structure has not been removed or repaired. Accordingly, I have been instructed to begin the abatement process to contract for the removal of the building in June 2022. The costs of such removal will be certified to the County to be collected with property taxes on the property.

2350 WYCLIFF STREET, SUITE 200 • SAINT PAUL, MINNESOTA 55114

TELEPHONE 651-224-3781 • FACSIMILE 651-223-8019

[www.kellyandlemmons.com](http://www.kellyandlemmons.com)

If you intend to remove or repair the property on your own, please contact me to establish a timeline to bring the property into compliance. Please contact me if you have any questions.

Respectfully,

**KELLY & LEMMONS, P.A.**

A handwritten signature in black ink, appearing to read 'Kevin M. Beck', written in a cursive style.

Kevin M. Beck

cc: Rob Corey, Deputy Chief-Fire Marshal (via email)  
Lakeland Shores City Clerk/Administrator (via email)

# Kelly & Lemmons, P.A.

A T T O R N E Y S A T L A W

Kevin M. Beck<sup>+</sup>  
kbeck@kellyandlemmons.com  
<sup>+</sup>Licensed in Minnesota and Utah

December 30, 2022

Chad A. Ehlers  
16599 2<sup>nd</sup> St. N  
Lakeland Shores, MN 55043

**RE: Structurally Deficient Building – Correction Notice**

Dear Mr. Ehlers:

I am the City Attorney for the City of Lakeland Shores. If you are represented by legal counsel, please forward this correspondence to them. Following a letter sent to you on May 10, 2022, we spoke on the phone regarding the structurally deficient building on your property. In fact, since March 2019, you have received multiple notices from the City related to structural deficiencies in your building at 16599 2<sup>nd</sup> Street North.

Specifically, notices were sent by Fire Marshal Rob Corey on November 13, 2019 and March 16, 2022. Each notice identified the safety concerns and the deficiencies needed to be corrected before a re-inspection can be completed. The March 16 letter noted that it was “**a final notice before action is to be taken**” by the City. (emphasis in original). Another notice was sent by my office on May 10, 2022. Although progress has been made, your property is still not in compliance as the condemned building remains.

Pursuant to City Code § 10.98(E), if a person fails to comply with the City Code, the City “may institute appropriate proceedings to . . . abate the violation.” Maintaining a public nuisance is made a misdemeanor offense pursuant to City Code §130.05(A), punishable by a maximum of 90 days in jail, a \$1,000 fine, or both. Additionally, per §130.05(A)(6), if a public nuisance “exists 30 days after a notice to correct the condition has been given to any owner . . . the City may contract for the correction of the condition and certify the cost of correction to the County Auditor for collection with the real estate taxes.”

It has now been nearly four years since your property was first inspected on March 24, 2019 and a notice to correct was provided to you. Yet, the structure has not been removed or repaired. Accordingly, I have been instructed to begin the abatement process to contract for the removal of the building. The costs of such removal will be certified to the County to be collected with property taxes on the property.

If you intend to remove or repair the property on your own, please contact me immediately to establish a timeline to bring the property into compliance.

Respectfully,

**KELLY & LEMMONS, P.A.**

A handwritten signature in black ink, appearing to read 'K. Beck', written over a horizontal line.

Kevin M. Beck

**EXHIBIT B**

**Remove Structure**