

FAIRMONT CITY COUNCIL AGENDA

1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on
MONDAY, MAY 9, 2016

at **5:30 p.m.** in the City Hall Council Chambers

2. ROLL CALL -

Mayor Quiring
Councilors: Anderson
Askeland
Clerc
Peters
Zarling

3. DETERMINATION OF QUORUM -

4. PLEDGE OF ALLEGIANCE

5. READINGS OF MINUTES -

- 5.1 Minutes of Regular Meeting, April 25, 2016 **(01-02)**

6. OPEN DISCUSSION -

- 6.1 Open Discussion **(03)**

7. RECOGNITIONS/PRESENTATIONS -

- 7.1 Proclaim May as Building Safety Month **(04)**

- 7.1a Proclamation **(05)**

8. SCHEDULED HEARINGS –

- 8.1 Public Hearing on Proposed Ordinance 2016-03 (06)
 - 8.1a Notice of Public Hearing (07)
 - 8.1b Ordinance 2016-03 (08)

9. ADMINISTRATIVE APPEALS –

10. FINANCIAL REPORTS –

11. REPORTS OF BOARDS, COMMITTEES, AND DEPARTMENT HEADS –

- 11.1 2015 Aquatic Park Year End Report (09)
 - 11.1a Aquatic Park Year End Report (10-12)

12. LICENSES AND PERMITS –

- 12.1 Event Permit-Martin County Preservation Assoc./Red Rock Center Application to Block off Part of Elm Street (13)
 - 12.1a Event Application (14-15)

13. OLD BUSINESS –

14. NEW BUSINESS –

- 14.1 Master Subscriber Agreement for Minnesota Court Data Services (16)
 - 14.1a Resolution 2016-15 Approving State of MN Master Subscriber Agreement for MN Court Data Services (17-18)
 - 14.1b Master Subscriber Agreement (19-32)

14.2 City Attorney's Performance Evaluation	(33)
14.3 Authorized Signer	(34)
14.3a Resolution 2016-17 Signature Authorization	(35)
14.4 Award 2016 Hangar Area Improvements, Fairmont Airport	(36)
14.4a Bid Results – KLJ	(37)
14.4b Resolution 2016-16	(38-39)
14.5 Award 2016-B CIPP Lining Project	(40)
14.5a Resolution 2016-18	(41-42)
15. REGULAR AND LIQUOR DISPENSARY BILLS –	
16. STATUS REPORTS/ORAL	
17. <u>ADJOURNMENT</u> –	
<u>ADDITIONAL ATTACHMENTS</u>–	

The minutes of the Fairmont City Council meeting held on Monday, April 25, 2016 at the City Hall Council Chambers.

Mayor Randy J. Quiring called the meeting to order at 5:30 p.m.

Council Members Terry Anderson, Chad Askeland, Wes Clerc, Bruce Peters and Jim Zarling were present. Also in attendance: City Administrator Mike Humpal, City Attorney Elizabeth Bloomquist, Public Works Director/City Engineer Troy Nemmers, Finance Director Paul Hoye, Patrol Officer Brad Buhmann and City Clerk Patricia Monsen.

It was moved by Council Member Askeland, seconded by Council Member Clerc and carried to approve the minutes of the regular City Council meeting of April 11, 2016.

During open discussion, Mayor Pro-tem Clerc declared May 7, 2016 as Randy J. Quiring Day in the City of Fairmont. Jodie Whitmore spoke and encouraged everyone to attend Randy's benefit on May 7, 2016.

Mayor Quring declared Friday, April 29, 2016 as Arbor Day and the month of May, 2016 as Arbor Month in the City of Fairmont. Quring also invited the public to attend a tree planting in Lincoln Park on Friday. The fourth grade class of St. John Vianney Catholic School will be helping with the planting.

Ryan Doorenbos and Jack Lauer, representatives from the Minnesota Department of Natural Resources gave a presentation to the City Council on Muskie stocking. Fairmont residents Scott Jones, Brody Bents and Vicky Schulte all spoke in opposition of the Muskie stocking. Dean Peterson of North Mankato spoke of benefits to the City from the proposed stocking.

Brandon Nordstrom, Plant Manager of CHS addressed the council with a donation from CHS. The donation of \$2,000 was won by the Fairmont CHS employees. They would like the money to be used for handicapped accessible playground equipment. Jodie Whitmore, a member of the Park Board, Moss Member and Rotary President stated that the Moss and Rotary Clubs are also interested in doing fund raisers to help fund this project. She stated this should be a community wide project.

Council Member Anderson made a motion to approve the permit for a Multi-Block Party at Veterans Park on May 25, 2016. Council Member Peters seconded the motion and the motion carried. Pastor Tony Fink of the United Methodist Church spoke about the party.

Council Member Peters made a motion to approve the appointment of John Korsmo to the Police Commission. Council Member Anderson seconded the motion and the motion carried.

Council Member Clerc made a motion to approve **Resolution 2016-13**, awarding the 2016-A Improvement Project to MR Paving of New Ulm, Minnesota. Council Member Peters seconded the motion. On roll call: Council Members Clerc, Peters, Zarling, Anderson and Askeland all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Zarling made a motion to approve **Resolution 2016-14**, approving the advertising for bids for the Whitetail Ridge Subdivision project. Council Member Anderson



seconded the motion. On roll call: Council Members Peters, Zarling, Anderson, Askeland and Clerc all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Peters made a motion to call for a public hearing scheduled for May 9, 2016 at 5:30 p.m. on proposed **Ordinance 2016-03**, which amends City Code, Division 4, Safety Council, Section 2-287. Council Member Askeland seconded the motion and the motion carried.

Council Member Anderson made a motion to approve the payment of the bills for the month of April, 2016 in the amount of \$611,275.10. Council Member Peters seconded the motion and the motion passed.

The Council went into closed session, pursuant to Minnesota Statute 13D.05, Subd. 3(a), at approximately 6:30 p.m.

A motion was made by Council Member Peters, seconded by Council Member Anderson and carried to adjourn the meeting at 7:22 p.m.

ATTEST:


Randy J. Quiring
Mayor

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 6.1

MEETING DATE: May 9, 2016

SUBJECT: Open Discussion

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND:

INTRODUCED BY: Mayor Randy Quiring

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Prior to regular business, is there any open discussion?

MOTION: None

VOTE REQUIRED:

ATTACHMENTS:

1. _____
2. _____
3. _____


Council Action: _____ Date: _____



CITY OF FAIRMONT---AGENDA CONTROL SHEET---AGENDA ITEM NO. 7.1

MEETING DATE: May 9, 2016

SUBJECT: Proclaim May as Building Safety Month

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Mayor Randy J. Quiring will proclaim May as Building Safety Month in the City of Fairmont

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. Proclamation
- 2.
- 3.

Council Action: _____ Date: _____



CITY OF FAIRMONT – 100 Downtown Plaza – Fairmont, MN 56031
www.fairmont.org

Phone (507) 238-9461

Fax (507) 238-9469

Proclamation

Building Safety Month — May, 2016

Whereas, our City's, continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, this year's theme; "Building Safety: Maximizing Resilience, Minimizing Risks", sponsored by the International Code Council, encourages Americans to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.


NOW, THEREFORE, I, **Randy Quiring**, Mayor, of the City, of **Fairmont Minnesota**, do hereby proclaim the month of May, 2016 as Building Safety Month. Accordingly, I encourage our citizens to become more aware of fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry during this Building Safety Month.




Randy J. Quiring, Mayor

MEETING DATE: May 9, 2016

SUBJECT: Hold Public Hearing on Proposed Ordinance 2016-03

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input checked="" type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input checked="" type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The proposed Ordinance will reduce the number of members on the Safety Council from nine to five, which will make it more consistent with the other Boards and Commissions of the City.

MOTION 1: To close the public hearing.

VOTE REQUIRED: Simple majority

MOTION 2: To adopt Ordinance 2016-03

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Notice of Public Hearing
2. Ordinance 2016-03

Council Action: _____ Date: _____

OFFICIAL PUBLICATION

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council of the City of Fairmont will hold a public hearing to consider proposed Ordinance No. 2016-03.

**AN ORDINANCE AMENDING FAIRMONT CITY CODE
DIVISION 4. SAFETY COUNCIL, SECTION 2-287 MEMBERS**

WHEREAS, Fairmont City Code Section 2-287 states that the safety council shall consist of nine (9) members; and,

WHEREAS, to be consistent with other Boards and Commissions of the City, it is recommended to reduce the number of members to five; and,

WHEREAS, after consideration the Fairmont City Council finds that it is in the best interest of the City to amend Division 4. Safety Council, Section 2-287.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, that Fairmont City Code Section 2-287 shall be amended as follows:

Sec. 2-287. Members. The safety council shall consist of ~~nine (9)~~ five (5) members.

You are further notified said hearing will be held in the **City Council Chambers of City Hall**, 100 Downtown Plaza, Fairmont, Minnesota on Monday, May 9, 2016, at 5:30 p.m.

BY ORDER OF THE CITY OF FAIRMONT

/s/ Patricia J. Monsen
Patricia J. Monsen, City Clerk

ORDINANCE 2016-03

**AMENDING FAIRMONT CITY CODE DIVISION 4 SAFETY COUNCIL
SECTION 2-287. Members.**

WHEREAS, Fairmont City Code Section 2-287 states that the safety council shall consist of nine (9) members; and,

WHEREAS, to be consistent with other Boards and Commissions of the City, it is recommended to reduce the number of members to five; and,

WHEREAS, after consideration the Fairmont City Council finds that it is in the best interest of the City to amend Division 4. Safety Council, Section 2-287.

NOW THEREFORE THE CITY OF FAIRMONT DOES ORDAIN, that Fairmont City Code Section 2-287 shall be amended as follows:

Sec. 2-287. Members. The safety council shall consist of ~~nine (9)~~ five (5) members.

Motion by:
Seconded by:
All in favor:
Opposed:
Abstained:

PASSED, APPROVED AND ADOPTED, this 9th day of May, 2016.


Randy Quiring, Mayor

Patricia J. Monsen, City Clerk

First Reading: April 25, 2016
Second Reading: May 9, 2016

MEETING DATE: May 9, 2016

SUBJECT: 2015 Aquatic Park Year End Report

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input checked="" type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Per Council request, the 2015 Aquatic Park Year End Report will be presented.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

- 2015 Aquatic Park Year End Report
-

Council Action: _____ Date: _____





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2015 Aquatic Park Recap

2015 General Aquatic Park Information

Open Swim Hours:

June 1 – July 12	Weekdays: Noon – 6:00 pm
	Weekends: Noon – 7:00 pm
July 13 – August 30	Weekdays: Noon – 8:00 pm
	Weekends: Noon – 8:00 pm

Admission: \$5.00 per person 2 years and older

Daily Patron Count:

2015 – 25,336* 2014 – 22,771* 2013- 22,399* 2012 - 24,508* 2011 – 20,797*

*estimate from daily reporting

*excludes fitness swimmers/private party participants

Season Passes

2015-	25 student/single adult passes
	228 family passes
2014-	26 student/single adult passes
	204 family passes
2013-	31 student/single adult passes
	156 family passes
2012-	22 student/single adult passes
	165 family passes
2011-	17 student/single adult passes
	142 family passes

Revenue/Expenses

	Revenue	Expenses	Capital Expenses
2015	\$174,095	\$433,639	\$46,299
2014	\$155,901	\$373,526	\$32,574
2013	\$154,961	\$377,381	\$40,152
2012	\$146,525	\$338,167	\$ 7,240
2011	\$130,199	\$335,303	\$ 7,240



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Groups

This past season, we hosted groups from Mankato, Fulda, Blue Earth, New Ulm, Lake Crystal, Nicollet, Windom, Jackson and St. Peter, MN and Forest City, Spirit Lake and Estherville, IA. Many of these groups continue to visit the facility annually.

Special Events

This past season, we continued to offer special event days featuring decorations, games, treats and music corresponding to the festivities of the day. These events were offered at no additional charge.

In order to reach out to community members who may not take advantage of the Park, we offered special “reduced” admission days. These were an even bigger hit this year, with many inquiries about when these event would take place.

Family Fridays in August: Immediate family enters the Park for \$10

Grandparents Day, every Sunday: ½ price admission

Military Family Friday: Military personnel & their immediate family admitted free of charge

4-H days: Reduced admission select days prior to & during fair week

Swimming Lessons

In addition to offering two-two week sessions for swimming lesson Levels 2-6 and one two-week session for AquaTots – Level I, we offered one session of 30-minute swimming lesson classes for AquaTots (infants and their parents) thru Level I, for two weeks.

2015 – 455* 2014 – 519 2013 – 475* 2012 – 450* 2011 – 493*

*Excludes private lessons held & lifeguard training enrollments

Swimming lessons were conducted weekdays from June 15 – July 10 from 9:00 am – 11:00 am and from 6:15 pm – 8:00 pm. Over the past several years we have made modifications to our swimming lesson schedule. When lessons were conducted at 8:00 am, enrollments were extremely low due to the time and air/water temperature differences.

As most families are dual-income families, and with swimming lessons regarded as a necessity among many, evening lessons are extremely popular and many class enrollments are maxed.

C I T Y O F L A K E S





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www.fairmont.org

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Other Classes

In addition to offering sessions of swimming lessons, the Aquatic Park offered swim team (in partnership with the Girl Scouts of America), tiny tot swims, private swimming lessons, waterpark lifeguard training and recertification classes. For those interested in an in-water workout, early morning lap swim, aquasize and deep water walking classes were available.

Staffing

During 2015, we employed 75 seasonal staff members, consisting of lifeguards, concession/guest services staff and management team members. While labor continues to be one of our largest expenses, generally we have minimal turnover from year to year, with the exception of staff members seeking internships/full-time permanent employment.

2016 Season

The operations for 2016 will closely mimic 2015. Our main objective is to provide a safe positive environment for community residents and visitors to enjoy. Thank you for your continued support. Hope to see you this summer at the AP!


C I T Y O F L A K E S

12.

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 12.1

MEETING DATE: May 9, 2016

SUBJECT: Event Permit - Martin County Preservation Assoc./Red Rock Center Application to Block off Part of Elm Street

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input checked="" type="checkbox"/>	Petition		Board		Staff		Council		Commission		Committee
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SUBJECT BACKGROUND: Mike Humpal, CEcD, City Administrator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

COUNCIL LIAISON:

TYPE OF ACTION:

<input checked="" type="checkbox"/>	Motion (Voice Vote)		Resolution (Roll Call)		Discussion
	Ordinance 1 st Reading (Introduction only)		Set Public Hearing (Motion)		Information Only
	Ordinance 2 nd Reading (Roll call)		Hold Public Hearing (Motion to close)		

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff		Board		Commission		Committee
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	Issuance	<input checked="" type="checkbox"/>	Approval		Authorization		No recommendation
	Denial		Rejection		No action needed		

STATEMENT: The Martin County Preservation Assoc./Red Rock Center is requesting permission to block off part of Elm Street from East Blue Earth Avenue for ½ block south on Monday, May 30, 2016 for a Memorial Day Community picnic from 11:00 a.m. to 4:00 p.m.

MOTION: To approve the application of the Martin County Preservation Assoc./Red Rock Center to block off a portion of Elm Street for a Memorial Day Community picnic on May 30, 2016.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Event Application
- 2.

Council Action: _____ Date: _____



EVENT APPLICATION/PERMIT

This form must be filed with the City at least thirty (30) days in advance of the event. The City will review the application in accordance with the permitting process outlined in the City Code, Chapter 18. Attach additional sheets, maps, etc. if necessary. For events which include overnight camping a separate addendum must be included with the event application.

Date: 4/21/2016

Permit Fee: \$15.00

Event: Memorial Day Community Picnic

Sponsoring entity: MCFA | Red Rock Center

Maximum estimated number of persons expected to attend at any one time: 250

Event coordinator(s): Vikki Langford

Contact Info: 507-230-0330 Phone #
edlan@frontier.net E-mail

Primary contacts (during event)

Name: Vikki Langford

Name: Sonja fortune

Cell#: 507-230-0330

Cell#: 507-230-4170

E-mail: _____

E-mail: _____

Event Start: Day/Date Mon., May 30 Time: 11 AM

Event End: Day/Date Mon., May 30 Time: 1 pm

Setup: Day/Date Mon., May 30 Start time: 7 AM End Time: 1 pm

Teardown: Day/Date Mon., May 30 Start time: 1 pm End Time: 4 pm

1. Type and description of the event and a list of all activities to take place at the event.

food line, petting farm, train rides
face painting & music

2. Proposed location of event, including a site plan or diagram of the proposed area to be used showing the location of any barricades, perimeter/security fencing, fire extinguishers, safety or first aid stations, entertainment, stages, restrooms or portable toilets, parking areas, ingress and egress routes, signs, special lighting, trash containers and any other items related to the event.

elm St barricaded at E. Blue Earth Ave. 1/2
block south for food service weather
permitting - otherwise served indoors
trash cans & picnic tables on Red Rock
& museum lawn

3. Will outside drinking water or waste collection systems be supplied? Yes; No
If yes, supply public health plans, including the number of toilet facilities that will be available.
public restrooms indoors - handwashing station outside
4. Will the event be providing: fire prevention, emergency medical service, security and severe weather shelter. Yes; No
If yes, provide the written plans.
5. Will organizers allow outside food wagon/vendors at the event? Yes; No
If yes, all food wagons/vendors must complete a Food Wagon/Vendor Permit and submit payment.
6. Will camping or temporary overnight lodging be included for the event? (allowed only at Cedar Creek Park and Winnebago Sports Complex): Yes; No
If yes, event coordinator must complete temporary overnight camping permit and submit payment.
7. Will the event be using any sound amplification, public address system or will there be any live performances of any music or musical instruments? Yes; No
If yes, please describe: Indoors
8. Will the event restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns? Yes; No
If yes, provide a detailed description of all public rights of way and private streets for which the applicant requests the city to restrict or alter traffic flow. (Please attach a detailed map).
9. Will you be providing shuttle service? Yes; No
If yes, provide offsite parking locations, shuttle routes, types of vehicles that will be used for shuttling passengers, hours of operation and frequency of shuttle service.

I affirm that I am authorized to execute this application on behalf of the applicant and that the statements contained therein are true and correct to the best of my knowledge. If the special event requires special services provided by the City of Fairmont, the applicant agrees to indemnify, defend and hold the City of Fairmont, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the special event, except any claims arising solely out of the negligent acts or omissions of the City of Fairmont, its officials, employees and agents. The applicant agrees to pay all fees and meet all City Code requirements.

Signature: *Dorja Yostune* Title: *Ex. Director* Date: *4/26/16*

If you would like your event published on the City's website/Community Calendar, please indicate: Yes; No

Office Use Only			
\$15.00 Fee Paid	Date:	Received by:	
Requires Council Approval	<input type="checkbox"/> Yes; <input type="checkbox"/> No	Council Meeting Date:	Action:
City Administrator Approval	<input checked="" type="checkbox"/> Yes	No	Date

Permit distribution:

- City
- Applicant
- Police
- Parks/Streets
- Other

MEETING DATE: May 9, 2016

SUBJECT: Master Subscriber Agreement for Minnesota Court Data Services

REVIEWED BY: Mike Humpal, City Administrator

SUBJECT INITIATION BY: Elizabeth W. Bloomquist, City Attorney

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input checked="" type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Elizabeth W. Bloomquist, City Attorney

INTRODUCED BY: Elizabeth W. Bloomquist, City Attorney

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The State of Minnesota through the Office of State Court Administration is implementing a new data access system. The City Attorney’s Office and Police Department are required to sign a Master Subscriber Agreement to use the new system. Resolution 2016-15 authorizes the City Attorney and Chief of Police to sign the agreements on behalf of their departments and the City of Fairmont.

MOTION: Move to authorize the City Attorney and Police Chief to sign Master Subscriber Agreements for Minnesota Court Data Services on behalf of the City of Fairmont.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Resolution 2016-15 Approving State of Minnesota Master Subscriber Agreement for Minnesota Court Data Services.
2. Master Subscriber Agreement

Council Action: _____ Date: _____

16.

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS:
CITY OF FAIRMONT)

RESOLUTION 2016-15

RESOLUTION APPROVING STATE OF MINNESOTA MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES WITH THE CITY OF FAIRMONT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Fairmont, on behalf of its Prosecuting Attorney and Police Department, desires to enter into a Master Subscriber Agreement for Minnesota Court Data Services 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 Master Subscriber Agreement further provides the City with the ability to add, modify and delete connectivity, systems and tools over the life of the agreement and obligates the City to pay the costs for network connection.

NOW THEREFORE, BE IT RESOVLED, by the City Council of the City of Fairmont, Minnesota as follows:

1. That the State of Minnesota Master Subscriber Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fairmont on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the Master Subscriber Agreement are attached to this Resolution and made a part of it.

2. That the Police Chief, Greg Broolsma, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Del Ellis, Police Lieutenant, or his successor, is appointed as the Authorized Representative’s designee.

3. That the City Attorney, Elizabeth Bloomquist, 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 system and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Patricia Mosen, Legal Assistant, or her successor, is appointed as the Authorized Representative’s designee.

4. That Randy J. Quiring, Mayor for the City of Fairmont, and Patricia Monsen, the City Clerk, are authorized to sign the State of Minnesota Master Subscriber Agreement.

Motion by:
Seconded by:
All in Favor:
Opposed:
Abstained:
Absent:

PASSED, APPROVED AND ADOPTED by the Fairmont City Council on this _____ day of May, 2016.

Randy Quiring, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between
City Attorney's Office, City of Fairmont, Minnesota _____ ,
(Government Subscriber Name)

of 100 Downtown Plaza, Fairmont, MN 56031 _____ ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA
Office of State Court Administration _____ ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 _____ ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental 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.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 **“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 and Court Documents, as defined herein.
- 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 **“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.
- 2.5.4 **“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.
- 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and 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.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“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 and/or the SCAO 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 Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

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Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 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 Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO 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 SCAO and its licensors.

8.2 Court Data Services Databases. SCAO 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 SCAO and its licensors.

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

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government 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 SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO 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 SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government 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 SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government 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 SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 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, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government 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; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO'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 Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government 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 Government 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 Government 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.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved 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. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government 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 Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government 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 thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO 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 (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'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.

15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'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 Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government 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 either Party at any time to enforce any of the provisions of this Agreement 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 Agreement. 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 party 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 Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement 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 Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement 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 Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government 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 Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (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.

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

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date _____

Date _____

Name (typed) Elizabeth W. Bloomquist

Title CIO/Director

Title Fairmont City Attorney

Office Information Technology
Division of State Court
Administration

Office City Attorney

3. Form and execution approved for Court by:


By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

MEETING DATE: May 9, 2016

SUBJECT: City Attorney's Performance Evaluation

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input type="checkbox"/>	Staff	<input checked="" type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Mayor Randy J. Quiring

INTRODUCED BY: Mayor Randy J. Quiring

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
<input type="checkbox"/>	Issuance	<input type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input checked="" type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: During a closed session, following the regular meeting on April 25, 2016, the Council met to complete a performance evaluation of the City Attorney. The Council will present a public report on the results of the evaluation at this Council meeting.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

1. _____
2. _____
3. _____

Council Action: _____ Date: _____

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.3

MEETING DATE: May 9, 2016

SUBJECT: Authorized Signer

REVIEWED BY: Mike Humpal, CEcD, City Administrator



SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Paul Hoye, Finance Director

INTRODUCED BY: Paul Hoye, Finance Director

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The City has always had the Accounts Payable/Payroll Deputy City Clerk as an authorized signer on City bank accounts. The Finance Department would like to appoint Lois Subbert as Deputy City Clerk and an authorized signer.

MOTION: To appoint Lois Subbert as Deputy City Clerk and as an authorized signer on City bank accounts.

VOTE REQUIRED: Simple majority

ATTACHMENTS:

1. Resolution No. 2016-17
2. _____
3. _____

Council Action: _____ Date: _____

RESOLUTION NO. 2016-17

STATE OF MINNESOTA)
COUNTY OF MARTIN)SS
CITY OF FAIRMONT)

SIGNATURE AUTHORIZATION

WHEREAS, the City of Fairmont uses Bank Midwest as a Financial Institution for financial transaction on behalf of the City, and;

WHEREAS, authorization needs to be granted for agents of the City of Fairmont to exercise financial transactions, and;

WHEREAS, Darla Guirtz retired her position as Deputy City Clerk effective August 5, 2015; and,

WHEREAS, Lois Subbert has been hired and should be appointed Deputy City Clerk; and,

WHEREAS, as Deputy Clerk Lois Subbert should be authorized to co-sign checks with the Mayor, Finance Director and City Clerk and make deposits along with the Finance Director .

NOW THEREFORE, BE IT RESOLVED by the Fairmont City Council appoint Lois Subbert, as Fairmont's Deputy City Clerk and is authorized to co-sign checks with the Mayor, Finance Director and City Clerk and make deposits along with the Finance Director.

Motion by:

Seconded by:

All in favor:

Opposed:

Abstained:

PASSED, APPROVED AND ADOPTED this _____ day of May, 2016.

Randy J. Quiring, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.4

MEETING DATE: May 9, 2016

SUBJECT: Award 2016 Hangar Area Improvements, Fairmont Airport

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Troy Nemmers, PE, Director of Public Works/ City Engineer

INTRODUCED BY: Troy Nemmers, PE, Director of Public Works/ City Engineer

COUNCIL LIAISON: Councilor Anderson

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Bids for the 2016 Fairmont Airport Hangar Area Improvements were opened at 11:00 a.m. on Thursday, April 29th. Landwehr Construction of St. Cloud, Minnesota was the low bidder.

MOTION: To adopt Resolution 2016-16 contingent on state and federal funding.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Award Letter
2. Resolution 2016-16
3. _____

Council Action: _____ Date: _____

May 4, 2016

◇ Troy Nemmers, PE
Public Works Director/City Engineer
City of Fairmont
100 Downtown Plaza
Fairmont, MN 56031

RE: Taxilane & Hangar Apron Reconstruction, Hangar Apron Rehabilitation, Grading & Drainage Improvements

Dear Troy:

The bid opening for the above airport improvement project was held on April 29, 2016. A copy of the Bid Tabulation is enclosed. Four (4) bids were received:

1. Landwehr Construction of St. Cloud, MN	\$648,318.24
2. Southern Minnesota Construction of Mankato, MN	\$748,208.75
3. M.R. Paving of New Ulm, MN	\$791,480.36
4. Duininck Inc. of Prinsburg, MN	\$934,245.50

The Engineer's Opinion of Probable Cost was \$709,323.50.

The Disadvantaged Business Enterprise (DBE) goal for the project is 2.71 percent. Landwehr Construction has listed their DBE utilization for the project at 3.55 percent, which exceeds the projects requirements.

KLJ recommends award of the project to Landwehr Construction for project AIP 3-27-0029-015-2016 in the amount of \$648,318.24. We recommend the City of Fairmont:

- Waive all bid irregularities and approve award of project AIP 3-27-0029-015-2016 to Landwehr Construction in the amount of \$648,318.24, contingent on the City of Fairmont obtaining federal and state funding.
- Authorize the Mayor or other authorized official to sign the Notice of Award.
- Authorize city staff to submit a grant request to FAA and MnDOT Aeronautics.

Contracts will be prepared and sent to the Contractor along with the Notice of Award. KLJ will assist in preparing the FAA and State grant request for city staff.

Thank you for your time. Please contact me at 651-222-2176 if you have any questions.

Sincerely,

KLJ



Marcus Watson
Aviation Project Manager
Enclosure(s): Bid Tabulation, Grant Request Breakdown
Project #: 1412515100

NATIONAL PERSPECTIVE
REGIONAL EXPERTISE
TRUSTED ADVISOR

RESOLUTION NO. 2016-16

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS
CITY OF FAIRMONT)

RESOLUTION ACCEPTING BID
2016 HANGAR AREA IMPROVEMENTS
FAIRMONT AIRPORT

WHEREAS, pursuant to an advertisement for bids for the improvement of:

Fairmont Municipal Airport
A.I.P. No. 3-27-0029-015-2016
MN S.P. A4601-51

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>AMOUNT</u>
Duininck, Inc. Prinsburg, MN	\$934,245.50
Landwehr Construction, Inc. St. Cloud, MN	\$648,318.24
MR Paving New Ulm, MN	\$791,480.36
Southern Minnesota Construction Mankato, MN	\$748,208.75

AND WHEREAS, it appears that Landwehr Construction of St. Cloud, MN, is the lowest responsible bidder,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. The Mayor and Clerk are hereby authorized and directed to enter into the attached contract with Landwehr Construction, Inc. in the name of the City of Fairmont for the above referenced improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$648,318.24.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Motion by:
Seconded by:
All in favor:
Opposed:
Abstained:
Absent:

ADOPTED by the City Council this 9th day of May, 2016.

Randy J. Quiring, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

(SEAL)

CITY OF FAIRMONT-----AGENDA CONTROL SHEET-----AGENDA ITEM NO. 14.5

MEETING DATE: May 9, 2016

SUBJECT: Award Contract for 2016-B CIPP Lining Project

REVIEWED BY: Mike Humpal, CEcD, City Administrator

SUBJECT INITIATION BY:

<input type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input checked="" type="checkbox"/>	Staff	<input type="checkbox"/>	Council	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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SUBJECT BACKGROUND: Troy Nemmers, PE, Director of Public Works/ City Engineer

INTRODUCED BY: Troy Nemmers, PE, Director of Public Works/ City Engineer

COUNCIL LIAISON:

TYPE OF ACTION:

<input type="checkbox"/>	Motion (Voice Vote)	<input checked="" type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 st Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 nd Reading (Roll call)	<input type="checkbox"/>	Hold Public Hearing (Motion to close)	<input type="checkbox"/>	

RECOMMENED ACTION BY:

<input checked="" type="checkbox"/>	City Staff	<input type="checkbox"/>	Board	<input type="checkbox"/>	Commission	<input type="checkbox"/>	Committee
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<input type="checkbox"/>	Issuance	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Authorization	<input type="checkbox"/>	No recommendation
<input type="checkbox"/>	Denial	<input type="checkbox"/>	Rejection	<input type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: Bids for the 2016-B CIPP Lining Project were opened at 11:00 a.m. on Thursday, May 5, 2016. Hydro-Klean, LLC was the low bidder.

MOTION: To adopt Resolution 2016-18.

VOTE REQUIRED: Simple majority – Roll call

ATTACHMENTS:

1. Resolution 2016-18
2. _____
3. _____

Council Action: _____ Date: _____

40.

RESOLUTION NO. 2016-18

STATE OF MINNESOTA)
COUNTY OF MARTIN) SS
CITY OF FAIRMONT)

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvement of:

2016-B CIPP Lining Project

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<u>BIDDER</u>	<u>AMOUNT</u>
Hydro-Klean, LLC Des Moines IA	\$154,144.60
Insituform Technologies USA, LLC Chesterfield MO	\$170,517.80
Lametti & Sons, Inc. Hugo MN	\$183,888.00
Michels Pipe Service Brownsville WI	\$173,686.50
Visu-Sewer, Inc. Pewaukee WI	\$161,837.75

AND WHEREAS, it appears that Hydro-Klean, LLC, is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRMONT, MINNESOTA:

1. The Mayor and Clerk are hereby authorized and directed to enter into the attached contract with Hydro-Klean, LLC in the name of the City of Fairmont for the above referenced improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk at a cost of \$154,114.60.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Motion by:
Seconded by:
All in favor:
Opposed:
Abstained:
Absent:

ADOPTED by the City Council this 9th day of May, 2016.

Randy J. Quiring, Mayor

ATTEST:

Patricia J. Monsen, City Clerk

(SEAL)

42.