

# FAIRMONT CITY COUNCIL AGENDA

## 1. CALL TO ORDER -

- Regular meeting of the Fairmont City Council held on

**MONDAY, JULY 11, 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, June 27, 2016

**(01-02)**

## 6. OPEN DISCUSSION -

6.1 Open Discussion

**(03)**

## 7. RECOGNITIONS/PRESENTATIONS -

7.1 DNR Presentation

**(04)**

## 8. SCHEDULED HEARINGS –

## 9. ADMINISTRATIVE APPEALS –

<b>10. FINANCIAL REPORTS –</b>	
<b>11. REPORTS OF BOARDS, COMMITTEES, AND DEPARTMENT HEADS –</b>	
<b>12. LICENSES AND PERMITS –</b>	
<b>13. OLD BUSINESS –</b>	
<b>14. NEW BUSINESS –</b>	
14.1 City Administrator’s Performance Evaluation	<b>(05)</b>
14.2 2016 Election Judges	<b>(06)</b>
14.2a List of Judges	<b>(07)</b>
14.3 Local Government Resolution Calling a Public Hearing for Tax Abatement Request	<b>(08)</b>
14.3a Resolution 2016-23 and Exhibit A	<b>(09-12)</b>
14.4 Local Government Resolution Calling a Public Hearing for TIF #27	<b>(13)</b>
14.4a Resolution 2016-24	<b>(14-16)</b>
14.4a Map	<b>(17)</b>
14.5 Rescind Resolution 2016-15	<b>(18)</b>
14.5a Resolution 2016-25	<b>(19)</b>
14.6 Master Subscriber Agreements with the State of Minnesota, State Court Administrator’s Office	<b>(20)</b>
14.6a Resolution 2016-26	<b>(21-22)</b>
14.6b One copy of the Master Subscriber Agreement	<b>(23-36)</b>

15. REGULAR AND LIQUOR DISPENSARY BILLS –

16. STATUS REPORTS/ORAL

17. ADJOURNMENT –

ADDITIONAL ATTACHMENTS –

The minutes of the Fairmont City Council meeting held on Monday, June 27, 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, Finance Officer Paul Hoye, Police Chief Greg Broolsma and City Clerk Patricia Monsen.

It was moved by Council Member Peters, seconded by Council Member Askeland and carried to approve the minutes of the regular City Council meeting of June 13, 2016.

During open discussion, Fairmont Airport Manager Lee Steinkamp reported that the Lion's Club Fly-In Breakfast held at the airport on Sunday, June 26<sup>th</sup> was very successful. Around 700 people were fed breakfast and about 30 airplanes landed and attended the event.

Councilor Anderson noted that he had sent the council an email from Region 9's Annual Meeting, which included a "State of the Region". He would like to incorporate this information into a work session discussion.

Steve Pomerence, representing the Martin County Fair Board addressed the Council asking for financial support for the fairgrounds. He also spoke of a drainage issue which needs to be addressed around the Martin County Arena, which is co-owned by the City and the Martin County Ag Society. The financial request will be considered during budget discussions.

Council Member Askeland made a motion to approve the On Sale 3.2% Liquor License for the Asian Palace. Council Member Anderson seconded the motion and the motion carried.

Council Member Clerc made a motion to approve funding in the amount of \$1,500.00 for the July 4<sup>th</sup> fireworks. Council Member Askeland seconded the motion and the motion carried.

Council Member Anderson made a motion to adopt **Resolution 2016-21**, authorizing the Mayor to sign the FAA Grant Agreement for construction of the hangar area pavement project. Council Member Askeland seconded the motion. On roll call: Council Members Anderson, Askeland, Clerc, Peters and Zarling, all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Clerc made a motion to authorize staff to enter into a purchase agreement in the amount of \$25,000.00 to acquire the necessary property to accommodate the roadway into the proposed new Whitetail Ridge Subdivision. Council Member Peters seconded the motion and the motion carried.

Council Member Peters made a motion to authorize staff to enter into a purchase agreement in the amount of \$1.00 to acquire all property from the school for Whitetail Ridge Subdivision. The City will develop, market and sell all the lots in this subdivision and pay the School District \$10,000.00 cash from each lot sale. Council Member Askeland seconded the motion and the motion carried.

Council Member Anderson made a motion to adopt **Resolution 2016-22**, awarding the 2016-C Whitetail Ridge Addition to Holtmeier Construction of Mankato, Minnesota in the amount of \$749,995.71. Council Member Clerc seconded the motion. On roll call: Council Members Askeland, Clerc, Peters, Zarling and Anderson all voted aye. No one voted nay. Mayor Quiring declared said motion passed.

Council Member Peters made a motion to approve the payment of the June, 2016 bills in the amount of \$862,199.37. Council Member Askeland seconded the motion and the motion passed.

After much consideration, thought and prayer, Council Member Clerc announced that he would not be seeking re-election in the November election for the Council Member At Large position. He thanked the citizens of Fairmont and his fellow council members for his 25+ years of service as a council member.

At 6:05 p.m. the Council went into closed session pursuant to Minnesota Statute 13D.05, subd. 3(a), to evaluate the City Administrator's job performance.

A motion was made by Council Member Anderson, seconded by Council Member Clerc and carried to adjourn the meeting at 6:40 p.m.

ATTEST:

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Randy J. Quiring  
Mayor


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Patricia J. Monsen, City Clerk

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

**MEETING DATE:** July 11, 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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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. \_\_\_\_\_

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

MEETING DATE: July 11, 2016

SUBJECT: DNR Presentation

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY:

<input checked="" type="checkbox"/>	Petition	<input type="checkbox"/>	Board	<input 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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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"/>	Council	<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 type="checkbox"/>	No action needed	<input type="checkbox"/>	

STATEMENT: The DNR would like to give a brief presentation to the City Council on Muskie stocking proposal.

MOTION:

VOTE REQUIRED:

ATTACHMENTS:

- 1.
- 2.


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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.1**

**MEETING DATE:** July 11, 2016

**SUBJECT:** City Administrator'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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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:** During a closed session, following the regular meeting on June 27, 2016, the Council met to complete the annual performance evaluation with the City Administrator. The Council will present a public report on the results of the evaluation at this Council meeting.

**MOTION:**

**VOTE REQUIRED:**

**ATTACHMENTS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF FAIRMONT----AGENDA CONTROL SHEET----AGENDA ITEM NO. 14.2**

**MEETING DATE:** July 11, 2016

**SUBJECT:** 2016 Election Judges

**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 checked="" type="checkbox"/>	Motion (Voice Vote)	<input type="checkbox"/>	Resolution (Roll Call)	<input type="checkbox"/>	Discussion
<input type="checkbox"/>	Ordinance 1 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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 governing body of a municipality shall appoint election judges at least 25 days before the election. Attached is the list of election judges for the Primary Election on August 9, 2016 and General Election on November 8, 2016. All of the individuals on the list have been through the election judge training and have been screened by the City Clerk.

**MOTION:** To approve the list of election judges for the August 9, 2016 and November 8, 2016 elections.

**VOTE REQUIRED:** Simple majority

**ATTACHMENTS:**

1. List of Judges
2. \_\_\_\_\_

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

*6.*


## **2016 Election Judges**

Bonk, Debra  
Burns, Joe  
Burns, Pat  
Carlson, Gloria  
Cherland, Marcia  
Cone, Ronda  
Eyerly, Kathleen  
Eyerly, Richard  
Gaworski, Ramona  
Gerhardt, Bradley  
Gerhardt, Elaine  
Gorath, Larainne  
Gould, Helen  
Grandgenett, Lois  
Hooper, Valerie  
Hovick, Marilyn  
Howlett, Milah  
Johanneck, Bonita  
Johnson, Laurie  
Katzenberger, Connie  
Klima, James  
Klima, Wanda  
Kopeschka, Sandra  
Leiding, Judy  
Luedtke, Joan  
Lueth, Karen  
Maakestad, Jean  
Madsen, Dennis  
Martens, Dale  
Martens, Eva  
McMillan, Charlene  
McMillan, Ralph  
Miles, Diane  
Miller, Judy  
Millette, Bob  
Moltzen, Mary  
Murphy, Mary  
Omvig, Valerie  
Pfaffinger, Georgiann  
Post, Kathy  
Rasmussen, Sharon  
Reiter, Sharon  
Rosener, Anthony  
Schmitt, Mary

Schultz, David  
Schultz, Michelle  
Segar, Mary  
Selbrade, Christy  
Siegler, Elizabeth  
Sime, Beverly  
Terhark, Vicki  
VonEschen-Nemmers, Wendy  
Watters, Diane  
Welchlin, Lee Ann

**MEETING DATE:** July 11, 2016

**SUBJECT:** Local Government Resolution Calling a Public Hearing for Tax Abatement Request

**REVIEWED BY:** Mike Humpal, CEcD, City Administrator 

**SUBJECT INITIATION BY:** Linsey Preuss, Economic Development Coordinator

<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:** Linsey Preuss, Economic Development Coordinator

**INTRODUCED BY:** Mike Humpal, CEcD, City Administrator

**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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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 checked="" 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 received a Tax Abatement Request from Zierke Built Manufacturing. ZBM plans to purchase the old US Foods building and renovate it to fit the manufacturing needs of their company.

**MOTION:** Adoption of Resolution 2016-23 calling a public hearing on August 8<sup>th</sup>, 2016 at 5:30 pm regarding proposed property tax abatement for the Zierke Built Manufacturing Project.

**VOTE REQUIRED:** Simple majority – roll call

**ATTACHMENTS:**

1. Resolution 2016-23 and Exhibit A

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
FAIRMONT, MINNESOTA

HELD: July 11, 2016

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Fairmont, Minnesota, was duly held at the City Hall in said City on Tuesday, the 11th day of July, 2016, at 5:30 o'clock P.M., for the purpose in part of calling for a public hearing on property tax abatements.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION 2016-23

RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED PROPERTY  
TAX ABATEMENTS FOR THE ZIERKE BUILT MANUFACTURING PROJECT

WHEREAS, Minnesota Statutes, Sections 469.1812 through 469.1816, both inclusive, authorize the City of Fairmont, Minnesota (the "City"), upon satisfaction of certain conditions, to grant an abatement of all or a part of the taxes levied by the City on improvements made to certain property; and

WHEREAS, the proposed abatement will be a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995, both inclusive, and must comply with the City's policy and criteria for granting business subsidies; and

WHEREAS, the City has received a request from Zierke Built Manufacturing, Inc., a Minnesota corporation (the "Company"), that the City grant an abatement of all property taxes on Parcel ID Nos. 23-03800-30 and 23-31200-10 in the City of Fairmont (the "Property"), on which the Company proposes to renovate an existing building to accommodate the manufacturing of industrial custom fabricated products, for the years 2019 through 2028; and

WHEREAS, it is a legal requirement that the City hold a public hearing prior to adoption of a resolution granting any property tax abatements:

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

- (1) Hearing. A public hearing on the consideration of granting a property tax abatement to the Company, as requested, will be held at the time and place set forth in the Notice of Hearing attached hereto as Exhibit A and hereby made a part hereof.
- (2) Notice. The City Clerk is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given one publication in a newspaper of general circulation in the City at least 10 days but not more than 30 days before the hearing.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

\_\_\_\_\_  
Randy J. Quiring, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Monsen, City Clerk

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF MARTIN    )

I, the undersigned, being the duly qualified and acting Clerk of the City of Fairmont, Minnesota (the "City"), by reason of my office as Clerk, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to the calling of a public hearing on proposed property tax abatements.

WITNESS my hand this \_\_\_\_\_ day of July, 2016.

\_\_\_\_\_  
City Clerk

EXHIBIT A

CITY OF FAIRMONT

NOTICE OF PUBLIC HEARING  
REGARDING PROPOSED PROPERTY TAX ABATEMENTS  
FOR THE ZIERKE BUILT MANUFACTURING PROJECT

NOTICE IS HEREBY GIVEN that the City Council of the City of Fairmont, Minnesota, will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on Monday, August 8, 2016, to be held at the Fairmont City Hall, 100 Downtown Plaza, Fairmont, Minnesota, on the request of Zierke Built Manufacturing, Inc. (the "Company"), in connection with the proposed renovation of an existing building to accommodate the manufacturing of industrial custom fabricated products and to grant an abatement to the Company of property taxes to be levied by the City on Parcel ID Nos. 23-03800-30 and 23-31200-10 in the City (the "Property"). The total amount of the taxes proposed to be abated by the City on the Property for the years 2019 through 2028 is estimated to be not more than \$145,270. The City Council will consider granting a property tax abatement in response to the request.

The City Council will consider granting a business subsidy in response to the request. Information about the proposed business subsidy will be on file and available for public inspection at the office of the City Clerk at City Hall.


A person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the City if the City fails to comply with Sections 116J.993 to 116J.995, and no action may be filed against the City for the failure to comply unless a written complaint is filed.

All interested persons may appear at the public hearing and present their views orally or in writing. Anyone needing reasonable accommodations or an interpreter should contact the City Clerk's office at City Hall, telephone (507) 238-9461.

[Publish not later than July 22nd]

MEETING DATE: July 11, 2016

SUBJECT: Local Government Resolution Calling a Public Hearing for TIF #27

REVIEWED BY: Mike Humpal, CEcD, City Administrator 

SUBJECT INITIATION BY: Linsey Preuss, Economic Development Coordinator

<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: Linsey Preuss, Economic Development Coordinator

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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 checked="" 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 received a Redevelopment TIF Request from Fairmont Realty Group, LLC to demolish 3 houses and constructing 7 – 3 bedroom rental units on the property.

MOTION: Adoption of Resolution 2016-24 calling a public hearing on August 22nd, 2016 at 5:30 pm regarding TIF #27, the Fairmont Realty Group, LLC Project.

VOTE REQUIRED: Simple majority – roll call

ATTACHMENTS:

1. Resolution 2016-24
2. Map

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_



EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
FAIRMONT, MINNESOTA

HELD: July 11, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Fairmont, Martin County, Minnesota, was duly held at the City Hall on Monday, the 11th day of July, 2016 at 5:30 p.m. for the purpose, in part, of calling a public hearing on the proposed amendment to the Development Program for Development District No. 1, the establishment of Tax Increment Financing District No. 27 within Development District No. 1, and the proposed adoption of the Tax Increment Financing Plan relating thereto.

The following Council members were present:

and the following were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION 2016-24

RESOLUTION CALLING PUBLIC HEARING ON THE PROPOSED  
ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT PROGRAM  
FOR DEVELOPMENT DISTRICT NO. 1, THE PROPOSED  
ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 27  
WITHIN DEVELOPMENT DISTRICT NO. 1 AND THE PROPOSED  
ADOPTION OF A TAX INCREMENT FINANCING PLAN RELATING  
THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Fairmont, Minnesota (the "City"), as follows:

1. Public Hearing. This Council shall meet on August 22, 2016, at approximately 5:30 p.m., to hold a public hearing on the following matters: (a) the proposed adoption of an amendment to the Development Program for Development District No. 1, (b) the proposed establishment of Tax Increment Financing District No. 27 within Development District No. 1, and (c) the proposed adoption of a Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act").

2. Notice of Hearing; Filing of Program and Plan. The City Clerk is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the proposed amendment to the

Development Program and the proposed Tax Increment Financing Plan on file in the Clerk's Office at City Hall and to make such copies available for inspection by the public.

3. Consultation with Other Taxing Jurisdictions. The Clerk is hereby directed to mail a notice of the public hearing and a copy of the proposed amendment to the Development Program and the proposed Tax Increment Financing Plan to Martin County and Independent School District No. 2752, informing those taxing jurisdictions of the estimated fiscal and economic impact of the establishment of the proposed tax increment financing district.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

\_\_\_\_\_  
Randy J. Quiring, Mayor

ATTEST:

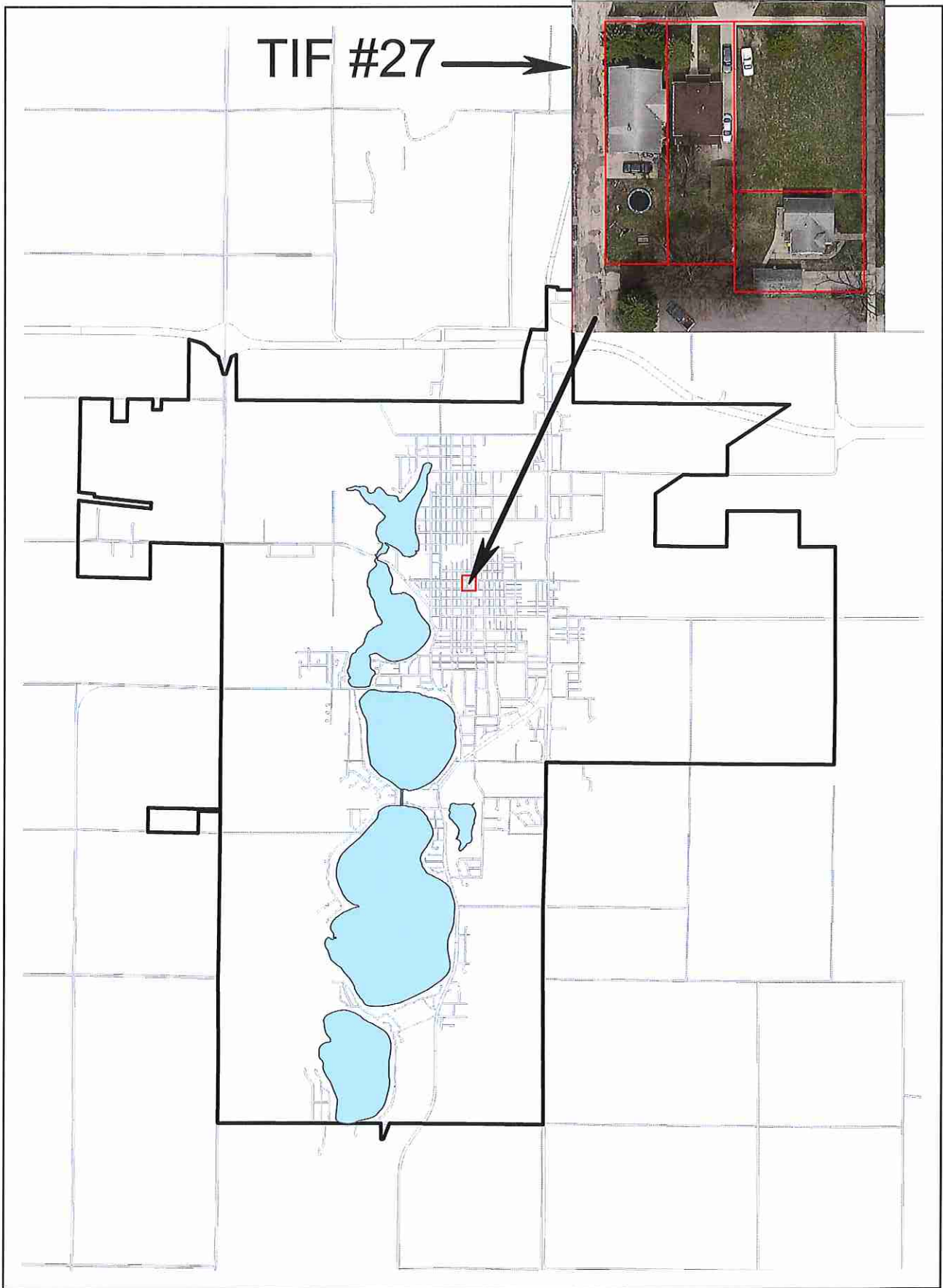
\_\_\_\_\_  
Patricia J. Monsen, City Clerk

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF MARTIN    )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Fairmont, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of Fairmont, Minnesota duly called and held, as such minutes relate to the calling of a public hearing on the City's proposed modification to the development program and proposed tax increment financing district.


WITNESS my hand as such City Clerk of the City of Fairmont this \_\_\_\_ day of July, 2016.

\_\_\_\_\_  
City Clerk



MEETING DATE: July 11, 2016

SUBJECT: Rescind Resolution 2016-15

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: Elizabeth W. Bloomquist, City Attorney

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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: Resolution 2016-15 was adopted by the City Council on May 9, 2016 authorizing the City Attorney and Chief of Police to enter into the Master Subscriber Agreements with the State of Minnesota, State Court Administrator’s Office. Paragraph 4. of the Resolution should have read “That Police Chief Greg Brolesma and City Attorney Elizabeth Bloomquist are authorized to each sign a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies on behalf of their respective departments”. The original Resolution 2016-15 will need to be rescinded and then a new resolution adopted.

MOTION: To adopt Resolution 2016-25 rescinding Resolution 2016-15.

VOTE REQUIRED: Simple majority – roll call

ATTACHMENTS:

- 1 Resolution 2016-25
- 2. \_\_\_\_\_

\*\*\*\*\*

Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION 2016-25**

**RESOLUTION RESCINDING FAIRMONT CITY COUNCIL RESOLUTION 2016-15  
APPROVING STATE OF MINNESOTA MASTER SUBSCRIBER AGREEMENT FOR  
MINNESOTA COURT DATA SERVICES DUE TO INCORRECT LANGUAGE IN THE  
LAST PARAGRAPH**

WHEREAS, on May 9, 2016, the Fairmont City Council adopted Resolution 2016-15 approving the State of Minnesota Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies; and,

WHEREAS, Paragraph 4 of Resolution 2016-15 included the incorrect language directing the Mayor and City Clerk to sign the Master Subscriber Agreement instead of the Police Chief and City Attorney; and,

WHEREAS, to correct that error Resolution 2016-15 should be rescinded and a new resolution approving the Master Subscriber Agreement Adopted.

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

1. Fairmont City Council Resolution 2016-15 is hereby rescinded.

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

PASSED, APPROVED AND ADOPTED by the Fairmont City Council on this 11th day of July, 2016.

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Randy Quiring, Mayor


ATTEST:

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Patricia J. Monsen, City Clerk

MEETING DATE: July 11, 2016

SUBJECT: Master Subscriber Agreements with the State of Minnesota, State Court Administrator's Office

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: Elizabeth W. Bloomquist, City Attorney

INTRODUCED BY: Mike Humpal, CEcD, City Administrator

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 <sup>st</sup> Reading (Introduction only)	<input type="checkbox"/>	Set Public Hearing (Motion)	<input type="checkbox"/>	Information Only
<input type="checkbox"/>	Ordinance 2 <sup>nd</sup> 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: Resolution 2016-26 authorizing the City Attorney and Chief of Police to enter into the Master Subscriber Agreements with the State of Minnesota, State Court Administrator's Office.

MOTION: To Adopt Resolution 2016-26.

VOTE REQUIRED: Simple majority – roll call

ATTACHMENTS:

1. Resolution 2016-26
2. One copy of the Master Subscriber Agreement

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Council Action: \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION 2016-26**

**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 City Attorney’s Office and Police Department, desires to enter into a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, State of Minnesota, Office of State Court Administration to use Court Data Services for which the City of Fairmont and its Police Department and City Attorney’s Office are 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 Agreements by and between the State of Minnesota acting through its Office of State Court Administration and the City of Fairmont on behalf of its City Attorney and Police Department, are hereby approved. Copies of the Master Subscriber Agreements 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 W. Bloomquist, or her successor, is designated the Authorized Representative for the City 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 Monsen, Legal Assistant, or her successor, is appointed as the Authorized Representative’s designee.



4. That Police Chief Greg Broolsma and City Attorney Elizabeth W. Bloomquist, 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 July, 2016.

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Randy Quiring, Mayor

ATTEST:

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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](http://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](http://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

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) \_\_\_\_\_

Title CIO/Director

Title \_\_\_\_\_

Information Technology  
Division of State Court  
Administration

Office \_\_\_\_\_

Office \_\_\_\_\_

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

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