

AGENDA  
CITY COUNCIL  
CITY OF WOODLAND



MONDAY, MARCH 9, 2015  
7:00 P.M.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL

Mayor Doak, Councilors Carlson, Massie, Newberry, and Weiner

3. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no special discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the Consent Agenda and will be considered separately under New Business.

- A. Approval of the February 9, 2015 City Council meeting minutes.
- B. Consideration of Resolution No. 10-2015 selecting to not waive the statutory tort limits for liability purposes established by Minnesota Statute 466.04.
- C. Consideration of Resolution No. 12-2015 authorizing the City Clerk to execute an agreement between the City of Woodland and the State of Minnesota, Office of State Court Administration
- D. Consideration of street sweeping bid for the City of Woodland

4. PUBLIC COMMENT

Individuals may address the City Council about any item not contained on the regular agenda. Comments should be limited to five (5) minutes. The Council may ask questions for clarification purposes, but will take no official action on items discussed with the exception of referral to staff or with the agreement of the Council may be scheduled on the current or future agenda.

5. PUBLIC HEARINGS

- A. Public Hearing relating to Ordinance No. 02-2015 amending Chapter 9 of the City's Code of Ordinances relating to lighting and the definition of wetlands.
- B. Public Hearing relating to the Stormwater Prevention Program

6. NEW BUSINESS

A. Items pertaining to the 2014 Audit

- 1) Presentation by representative of Abdo, Eick and Meyers
- 2) 2014 Audit Report – Resolution No. 11-2015 approving 2014 audit and related reporting and authorizing submittal to the Office of the State Auditor

B. Discussion relating to the 2015 LMCC Survey

7. OLD BUSINESS

8. MAYOR'S REPORT

9. COUNCIL REPORTS

- A. Carlson –Enterprise Finance and Operations, Intergovernmental Relations, and MCWD
- B. Massie – Road right-of-way maintenance, Trees, Deer Management
- C. Newberry – Ordinances, Septic Ordinance, and Inspections
- D. Weiner – Public Safety, Police and Fire, General Finance

10. ACCOUNTS PAYABLE

11. TREASURER'S REPORT

12. ADJOURNMENT

- 15 minutes will be allotted for public comment. If the full 15 minutes is not needed, the Council will continue with the agenda
- The next City Council meeting will be held on April 13, 2015

MINUTES  
CITY COUNCIL  
CITY OF WOODLAND



MONDAY, FEBRUARY 9, 2015

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

Present: Mayor Doak, Councilors Carlson, Massie, Newberry, and Weiner

Staff Present: Zoning Administrator Gus Karpas

3. CONSENT AGENDA

A. Approval of the Minutes of the January 12, 2015 City Council Meeting

B. Resolution No. 07-2015 approving a request from Lecy Brothers Homes and Remodeling for the property located at 2515 Cedar Point Drive for variances to encroach into the required front and west side yard setbacks in conjunction with the construction of the drain field for a new septic system

Carlson moved, seconded by Weiner to approve the consent agenda as presented. Motion carried 4-0.

4. PUBLIC COMMENT - NONE

5. PUBLIC HEARINGS - NONE

6. NEW BUSINESS

A. Discussion relating to the City's Deer Management Program

Mayor Doak summarized the proposal submitted by the USDA, noting the cost exceeded \$4,000, well above the \$1,500 that was budgeted by the City for the program this year. He felt that this deserved Council discussion before proceeding. He noted the deer relocated out of the City this late into the season, so it may not be money well spent at this time. He thought the City should reapply with the DNR for a permit for next fall/winter and negotiate a new contract with the USDA in during summer with the expectation that the cost to the City could be reduced.

The Council agreed this was the best route to take and directed staff to contact the USDA and inform them of the City's intentions.

- B. Discussion regarding draft Ordinance No. 02-2015 amending Chapter 9 of the City's Code of Ordinances relating to lighting and the definition of wetlands

Council Member Newberry summarized the proposed changes to the lighting ordinance, noting the intent was to modernize the text to include different types of lighting elements other than just incandescent bulbs. He said he also used a light meter to verify that the proposed foot candle measurements specified in the ordinance were reasonable.

Mr. Newberry discussed the changes to the wetlands definition. He said the current definition was not adequate, so the amendment incorporates the wetland definitions from the Comprehensive Plan which are quite comprehensive. This will create consistency between the ordinance and the Comprehensive Plan and remove ambiguity.

The Council agreed to schedule a public hearing on Ordinance No. 02-2015 for their March 9<sup>th</sup> meeting.

7. OLD BUSINESS

8. MAYOR'S REPORT

Mayor Doak summarized a number of items for the Council. He said that in a recent national survey, Minnetonka High School was rated number one in the State of Minnesota and fifty-third in the nation.

Mayor Doak discussed his concerns about upcoming road repairs and their potential costs. He said he would ask the City Engineer to develop a specific plan to give the Council a better idea of the scope of work necessary and the costs that may be associated with the repairs.

Mayor Doak said that he had reviewed the draft of the 2014 audit and found it satisfactory. In total, the City has a 92% fund reserve relative to this year's budgeted expenses, which is good, but not necessarily a huge safety net, given the small size of the City's budget in today's high cost world.

Mayor Doak discussed the recent Mayor's Forum, hosted by the League of Women's Voters that he attended. He also noted he had attended a town hall meeting where State Senator, Bonhoff and State Representative, Applebaum were in attendance.

Mayor Doak discussed a LMCD meeting with Hennepin County Sheriff Stanek where Water Patrol coverage of Lake Minnetonka during the summer months was the principal concern.

9. COUNCIL REPORTS

- A. Carlson –Enterprise Finance and Operations, Intergovernmental Relations, and MCWD

Council Member Carlson informed the Council that Hennepin County Commissioner Jan Callison has been made the Chairperson of the Hennepin County Board, which should be a good thing for Woodland. She said that the county has weekly briefings every Thursday which are open to the public.

Council Member Carlson discussed items of interest regarding the Minnehaha Creek Watershed District (MCWD). She said there are currently two openings on the MCWD board that need to be filled and the appointments will be made by the Hennepin County Board in the near future. She said the MCWD will also be kicking off their ten year Comprehensive Planning process on February 18<sup>th</sup> with a meeting that she will attend. She said she will report back to the Council on any pertinent information.

Council Member Carlson said two more items of interest include the appointment of a new chairman of the Metropolitan Council and legislation moving through the state legislature which would mandate cities having operating manuals, outlining a number of items related to employee roles and responsibilities.

- B. Massie – Road right-of-way maintenance, Trees, Deer Management – No report.
- C. Newberry – Ordinances, Septic Ordinance, and Inspections – No report.
- D. Weiner – Public Safety, Police and Fire, General Finance – No report.

10. ACCOUNTS PAYABLE

No action was taken on this item.

11. TREASURER'S REPORT

Newberry moved, seconded by Carlson to approve the Treasurer's Report as presented. Motion carried 4-0.

12. ADJOURNMENT

Carlson moved, seconded by Weiner to adjourn the regular City Council meeting of February 9, 2015. Motion carried by consensus. The meeting adjourned at 7:50 p.m.

ATTEST:

\_\_\_\_\_  
Kathryne A. McCullum, City Clerk

\_\_\_\_\_  
James S. Doak, Mayor

CITY COUNCIL  
CITY OF WOODLAND  
MEETING OF MARCH 9, 2015

**Agenda Item 3. B.**

TO: Honorable Mayor and Members of the City Council

FROM: Kathyne McCullum, City Clerk

**Consent Agenda**

SUBJECT: Consideration of Resolution No. 10-2015 selecting to not waive the statutory tort limits for liability purposes established by Minnesota Statute 466.04.

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**Background**

Minnesota Statutes 466.04 have established tort liability limits for municipalities that limit the amount an individual claimant can recover to no more than \$500,000 per claimant at and the total amount that all claimants would be able to recover for a single occurrence in which the statutory limits apply are limited to \$1,500,000.

Because Cities have the right to waive the liability limits, the City should adopt a resolution stipulating whether the City will waive or not waive monetary limits on tort liability. In the past Woodland had selected the option to not waive the monetary limits

The Council has voted to not waive monetary limits on tort liability every year since 2005. Most Cities do not waive the limits, so the limit per claimant/per occurrence is \$500,000 and \$1,500,000.

**Recommendation**

Adopt Resolution No. 10-2015 selecting to not waive the statutory tort limits for liability purposes established by Minnesota Statute 466.04.

CITY OF WOODLAND

Meeting Date: March 9, 2015  
Motion:

Resolution No. 10-2015  
Second:

**RESOLUTION OF THE CITY WOODLAND, REGARDING MAKING A SELECTION NOT TO WAIVE THE STATUTORY LIMITS FOR LIABILITY INSURANCE PURPOSES**

**WHEREAS**, Minnesota Statutes 466.04 has established tort liability limits for municipalities; and

**WHEREAS**, the League of Minnesota Cities Insurance Trust has asked the City to make an election with regard to waiving or not waiving its tort liability; and

**WHEREAS**, the choices available are as follows: to not waive the statutory municipal liability tort limit; or to waive the tort monetary limit to the limit of the liability insurance coverage obtained from the LMCIT;

**NOW THEREFORE BE IT RESOLVED**, that the City Council does hereby elect not to waive the statutory tort liability limit established by Minnesota Statutes 466.04.

**ADOPTED BY** the Woodland City Council on March 9, 2015 upon the following vote:

	Yes	No	Abstain	Absent
Mayor Doak				
Councilor Carlson				
Councilor Massie				
Councilor Newberry				
Councilor Weiner				

State of Minnesota

County of Hennepin

CITY OF WOODLAND

By: \_\_\_\_\_  
James S. Doak, Mayor

I, Kathryn A. McCullum, duly appointed City Clerk to the Council for the City of Woodland, County of Hennepin, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original minutes of the proceedings of the Woodland City Council, at their meeting held on March 9, 2015, now on file in my office and have found the same to be true and correct copy thereof.

Witness my hand and official seal at Woodland, Minnesota, the 10<sup>th</sup> day of March, 2015.

Attest: \_\_\_\_\_  
Kathryn A. McCullum, City Clerk

CITY COUNCIL  
CITY OF WOODLAND  
MEETING OF MARCH 9, 2015

**Agenda Item 3. C.**

TO: Honorable Mayor and Members of the City Council

FROM: Kathyne McCullum, City Clerk

**Consent Agenda**

SUBJECT: Consideration of Resolution No. 12-2015 authorizing the City Clerk to execute an agreement between the City of Woodland and the State of Minnesota, Office of State Court Administration

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**Background**

In October, 2012, the City of Woodland entered into Master Subscriber Agreement for Minnesota Court Data Service for Governmental Agencies. The initial pilot program was instituted in 2012 and allowed for quick turnaround of court documents between the courts and attorneys. This program is now required to be used by the City Attorney for transmission of all legal court documents. The agreement is attached for Council information.

**Recommendation**

Adopt Resolution No. 12-2015 authorizing the City Clerk to execute an agreement between the City of Woodland and the State of Minnesota, Office of State Court Administration.

CITY OF WOODLAND

Meeting Date: March 9, 2015  
Motion:

Resolution No. 12-2015  
Second:

**RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF WOODLAND AND THE STATE OF MINNESOTA  
OFFICE OF STATE COURT ADMINISTRATION**

**WHEREAS**, the Minnesota Courts offer Court Data Services to governmental units which are offered solely for certain governmental use; and

**WHEREAS**, the Court Data Services system allows for one and two-way transmission of information between the courts, attorneys, and other authorized parties; and

**WHEREAS**, the use of the Court Data Services system has limited access and approval from the Courts and the governmental units must be obtained prior to use; and

**WHEREAS**, the City's Criminal Attorney, Steve Tallen, has requested that the City Council authorize execution of the agreement for use by his firm in processing the City's legal records.

**NOW THEREFORE BE IT RESOLVED**, that the City Council does hereby authorize the City Clerk to execute the agreement between the City of Woodland and the State of Minnesota Office of State Court Administration.

**ADOPTED BY** the Woodland City Council on March 9, 2015 upon the following vote:

	Yes	No	Abstain	Absent
Mayor Doak				
Councilor Carlson				
Councilor Massie				
Councilor Newberry				
Councilor Weiner				

State of Minnesota

County of Hennepin

CITY OF WOODLAND

By: \_\_\_\_\_  
James S. Doak, Mayor

I, Kathryn A. McCullum, duly appointed City Clerk to the Council for the City of Woodland, County of Hennepin, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original minutes of the proceedings of the Woodland City Council, at their meeting held on March 9, 2015, now on file in my office and have found the same to be true and correct copy thereof.

Witness my hand and official seal at Woodland, Minnesota, the 10<sup>th</sup> day of March, 2015.

Attest: \_\_\_\_\_  
Kathryn A. McCullum, City Clerk

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

THIS AGREEMENT is entered into by and between  
City of Woodland

\_\_\_\_\_  
(Government Subscriber Name)

of 20225 Cottagewood Road, Deephaven, MN 55331

\_\_\_\_\_  
(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:
  - 2.5.0 **“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.
  - 2.5.1 **“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.
  - 2.5.2 **“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.
  - 2.5.3 **“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.
  - 2.5.4 **“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 attached to this document as Exhibit A, 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.

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 attached in 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, such 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) Kathryne McCullum

Title CIO/Director

Title City Clerk

Office Information Technology  
Division of State Court  
Administration

Office City of Woodland

3. Form and execution approved  
for Court by:

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

Title: Staff Attorney - Legal Counsel Division

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

CITY COUNCIL  
CITY OF WOODLAND  
MEETING OF MARCH 9, 2015

**Agenda Item 3. D.**

**Consent Agenda**

TO: Honorable Mayor and Members of the City Council

FROM: Kathryn McCullum, City Clerk

SUBJECT: Consideration of street sweeping bid for the City of Woodland

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### **Background**

In past years, the City of Woodland has teamed up with Deephaven and Greenwood for street sweeping services.

The City of Deephaven developed a request for proposals for the sweeping services and received three bids. Allied Blacktop provided the lowest bid again this year.

Allied Blacktop Company	\$79.50
Pearson Bros., Inc.	\$84.00
Carefree Services Inc.	\$102.00

Costs associated with street sweeping have gradually increased in the last few years as follows:

<b>Year</b>	<b>Company</b>	<b>Rate/ Hour</b>
<b>2015</b>	<b>Allied Blacktop</b>	<b>\$79.50</b>
2014	Allied Blacktop	\$77.00
2013	Allied Blacktop	\$76.00
2012	Allied Blacktop	\$76.00
2011	Allied Blacktop	\$74.00

Allied Blacktop has historically and consistently provided the most efficient service in terms of the total number of sweeping hours and lowest overall cost to the three cities.

### **Recommendation**

Staff recommends that the Council approve the item as part of the consent agenda.